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## The Solicitors' Journal.

LONDON, SEPTEMBER 15, 1866.

THE READERS OF THIS JOURNAL will not have failed to notice the reports which we have furnished of matters which have come before Mr. Peake in chambers during this vacation. The variety and number of the applications have been something marvellous; because, although each case requires to be carefully considered, only a tithe of the whole furnish matter for report. Indeed, as Mr. Peake said on Friday last, the vacation of 1866 will be handed down to posterity as a memorable epoch in the history of Chancery business. Even the daily papers, written for unprofessional readers, have discovered that they can find sensational and popular subjects for their columns, in the shape of applications in *Re Overend, Gurney, & Co. (Limited)*; or for the appointment of a guardian for Dr. Warder's infant children; and, had any of the representatives happened to be present, no doubt a graphic paragraph might have been made out of the application in the matter of the International Contract Company (Limited), in which the Atlantic Telegraph was authorised to be put in requisition on Friday to anticipate the arrival of the mail at Halifax, Nova Scotia, on Sunday, and thus prevent a forfeiture of valuable contracts for the construction of railways for the Government in Nova Scotia and New Brunswick.

But the most remarkable feature of the vacation business has been the endless variety of summonses taken out in the winding-up of companies established on the principle—or rather, as it would seem in most instances, want of principle—of limited liability. The revelations, too, have been anything but encouraging. It transpired last week, upon an application for a provisional liquidator, that in the case of a limited company formed in July, 1865, with seven directors, four had become bankrupt for £100,000; another had compounded with his creditors, and of him, the remaining two were alleged to be the nominees. Who can marvel that Mr. Peake, when applied to to take a guarantee society as surety for a liquidator, should refuse to do so, adding that he had seen enough of companies during the vacation, to be afraid to have anything to do with them? But the disclosures which have been made ought to be replete with warning, and we are glad to be the instruments of giving publicity to them at a time when money is cheapening, and "promoters" who have been put to a forced slumber for a-while will no doubt be awakening. His Honour, Vice-Chancellor Stuart, however, seems to think publicity not desirable, and on Friday last absolutely refused to admit reporters when he sat to hear appeals from his Chief Clerk. What was the consequence? Why, that the result was communicated to the representatives of the press by the parties engaged in the causes, and, in one instance, the proceedings were published at length, having been furnished from recollection by a solicitor or his clerk, in the columns of the *Morning Advertiser*.

Rapid, no doubt, has been the return from pressure to comparative abundance of money, but all who have to invest would do well to remember that the elements of commercial prosperity or national morality are not to be found in every scheme with a fabulously large capital on

paper and an alluring description in a prospectus. The course of recent events should have stamped a new form and pressure on the public mind; and the lesson of the past will be altogether unavailing, if it be possible for every adventurer to get up a company, the chief feature of which is to pay a large sum as "promotion" for the purchase of lands or the working of mines in provinces whose geographical position is almost unknown, but which are described, with a grandiloquence of phraseology as possessing all the fertility of an Arcadia, or teeming with wealth like the cave of Aladdin. We desire to utter a warning voice, though we fear it will be little heeded, when, as was recently pointed out by a proprietor at a railway meeting, even the prophetic utterances of the *Times*, that the financial plague spot was concealed by that essence of darkness, "other securities," was let down the wind to play at fortune; until the fulfilment of the prediction arrested the attention of the incredulous and uninitiated by the collapse of "Black Friday," and the colossal crash after crash which succeeded. It is not our province to dwell largely upon the sad history of May and the succeeding months. We deal primarily with legal rather than financial topics; but the times have been and are exceptionable; and we would say to the public, "Be wise in time!" But, especially, turn a deaf ear to men the purpose of whose life only attains definiteness in the duplicate form of a prospectus and promotion money. To Themistocles is attributed the aphorism:—"My friends, we should have perished if we had not been ruined." We desire that all classes should escape both alternatives.

THE "LEARNED WRITER" in the *Pull-Mail Gazette* does not improve. We have already been forced repeatedly to correct the legal blunders into which he has fallen, but scarcely a week passes without some new example of ignorance or carelessness which demands exposure. Thus he undertook, a few nights since, to enlighten his readers on a piece of election law. "Considerable alteration," we were told, "has been made in the law relating to the powers of commissions, like those which are now attracting so much attention, since the last batch of them were formed. The Act under which such commissions issue is 15 & 16 Vict. c. 57. By the 9th section all persons who made a true discovery to the best of their knowledge, touching all things to which they were examined, were indemnified against all proceedings, civil or criminal, in respect of such corrupt practices; but this privilege was, by the 10th section, confined to such witnesses as received from the commissioners a certificate that they had made a true disclosure. These sections, however, have since been repealed by 26 Vict. c. 29." Consequently, continues the oracle, witnesses who criminate themselves have no protection now except that afforded by 15 & 16 Vict. c. 57, which provides that no statement made in answer to a commissioner's question shall be admissible in any proceeding, except on an indictment for perjury. Now this is good news for the public, though bad news for the witnesses. Unfortunately it is the reverse of the truth. The 9th and 10th sections of 15 & 16 Vict. c. 57, are, indeed, repealed; but the 7th section of 26 Vict. c. 29 actually gives a witness who criminate himself a more effectual protection than he ever had before; for he is now, after making a full discovery, entitled, as a right, to the commissioner's certificate. It seems that under the repealed sections the commissioner would have had a discretionary power. The certificate under the recent Act operates as a stay of proceedings on the trial of any indictment, information, or action, in respect of an offence committed by the witness previous to his giving evidence. The effect of the recent legislation, therefore, is to substitute an absolute for a conditional indemnity. "The utmost frankness," continues the *Pull-Mail* writer, "is no longer a legal bar to the consequences which ought, in law and common sense, to follow on such atrocities as have been disclosed at Totnes and elsewhere." On the

contrary, "the utmost frankness" is more of a legal bar than ever it was before.

THE CONSIDERATION with which English judges treat criminals is proverbial, but there is a limit at which complaisance becomes weakness. Mr. George Ellis, in a letter to a contemporary, gives an example of judicial courtesy which we should hope will not be followed on any future occasion. Fortunately, for the reputation of our judges, the offender is only a "journeyman judge" sitting in no more distinguished a court than the Middlesex Sessions House. Last week a prisoner was sentenced by this singular personage to eighteen months' imprisonment with hard labour. The prisoner objected, stating his preference for five years' penal servitude, the lowest term which can now be given. "Well," said the judge, "perhaps it will be better for you; the sentence is altered to five years' penal servitude." The prisoner bowed his acknowledgments and withdrew.

Now, we have no hesitation in saying that this is not the way in which a judge should exercise the discretion left to him by the law. The sentence of imprisonment originally given was either just or unjust. If it was just, to alter it to a sentence the criminal liked better was trifling with justice. If it was unjust, to have proposed to inflict it was a proof of judicial incapacity. Either way, therefore, the judge brought discredit upon his office. A large discretion as to punishment is, we believe wisely, left to our judges, who are thus enabled to distinguish the cases of a convict who has erred for the first time and of the "professional criminal." But although a judge of assize seldom abuses his extensive power, we fear the same cannot always be said either of the justices at quarter sessions or of the inferior paid magistracy. It would be worth the consideration of the Legislature, whether some means could not be found, without detriment to the public interest, of limiting the discretion of those persons who exercise judicial functions without being thoroughly trained lawyers.

ON THURSDAY, Paul Charles Coppin was brought before Mr. Vaughan, at Bow-street, on the charge of having committed extensive frauds in France, in the year 1861, by uttering forged documents. He had been apprehended with a view to his being handed over to the French authorities under the Extradition Treaty. Evidence was produced under the provisions of the recent Extradition Act, consisting chiefly of various depositions taken at the Courts of First Instance at Poigny and Troyes. Two noticeable objections, however, were urged persistently, though unsuccessfully, on the prisoner's behalf, to the issue of the warrant of committal against him. The first was that the offence of uttering, which was alleged to have been committed, was not "forgery" within the Statute and Treaty of Extradition. But "uttering," though not forgery, unquestionably has a common element with it, and that being so, would, in accordance with the decision in *Reg. v. Windsor*, 13 W. R. 655, come within the purview of a treaty for the extradition of persons guilty of "forgery." As the Lord Chief Justice remarked in that case, crimes designated by artificial legislation by terms used in the Treaty, are not within its meaning. But crimes which have a common element in both countries with the specified offences are, unquestionably, within its spirit at any rate, and if we were to refuse to deliver up persons accused of them we should give just cause of complaint to our French neighbours. There can be little doubt that Mr. Vaughan was right in overruling this first objection.

The second was, at first sight, more plausible. Coppin had been tried in his absence and condemned *par contumace*, and it was argued that the treaty only applied to persons accused, and not to persons condemned, who were already punished by the loss of their civil rights. A French advocate, however, was called, who stated that although the sentence stood good whilst the accused was

at large, it was annulled on his apprehension, and he was tried again in the ordinary manner for his offence. It therefore appeared that a condemned person, when apprehended or surrendered, became an accused person once more, and therefore "a person charged" within the provisions of the treaty. This objection having thus failed also, the prisoner was committed to await the Secretary of State's order for his extradition. If, however, he wishes to challenge the judgment of the Court of Queen's Bench on the points raised before the magistrate, he can do so by applying for a writ of *habeas corpus*, but his chance of success would be infinitesimal.

THE ELECTION COMMISSIONS, like a microscope with a drop of water skillfully focussed, reveal to us, day by day, impurities we can hardly force ourselves to believe in, and everybody is saying that "something ought to be done." But what? Mr. Dombey's sister would probably suggest that an "effort" should be made, and if she would only point out the proper direction she would deserve a public statue.

The first step to be taken undoubtedly is to devise some proper means of inflicting a wholesome correction upon the delinquent constituencies at any rate, and even this is by no means an easy task. Many difficulties arise with respect to disfranchisement, especially of boroughs with a considerable population; but we cannot help thinking that they are overrated. When it is borne in mind that there are now in England numbers of towns whose populations are equal to, many larger than, those of the delinquent localities, it does seem that a redistribution of the franchise, withdrawing it from the latter to bestow it upon some of the former, is a scheme at least worthy of serious consideration. At any rate, if total disfranchisement be thought too severe a punishment, there is such a thing as disfranchisement for a term of years, and the inhabitants of Gloucester may perhaps be able to tell us how this has worked on a previous occasion. It has been suggested that the whole of the present constituency of a delinquent borough might be disfranchised, in the hope, of course, that when the old offenders had passed away, the succeeding generation would be found to have taken warning by their example. To us it seems somewhat over sanguine to expect that the members of the new constituency, growing up side by side with those of the old one, could remain long untainted by the corrupt blood of their predecessors. It is objected too to borough disfranchisement, that the innocent are thereby punished with the guilty; and this objection would apply equally to such a disfranchisement as that last spoken of. We confess that we are not inclined to attach over much weight to this objection. It is one of the necessary concomitants of delinquency that guiltless persons are damnified thereby, and the principle of visiting the whole with the sins of a part, is by no means a strange one to the English law. Probably, as an immediate practical result of the late inquiries, disfranchisement for a term of years will be inflicted in certain cases. As to what will be done towards the purging of our electoral system generally, those who live longest will see the most.

The small boroughs are less difficult to deal with than the larger ones, belonging as they do to a class which are boroughs upon sufferance. We believe that many, if not the greater part, of the more respectable inhabitants of boroughs of the Lyme Regis class, for example, would rejoice heartily at their total disfranchisement. And so demoralized have these small boroughs become, owing to the effects of ages of corruption, that nothing short of such a measure will be likely to produce any adequate result. Of course there will be a great clamour among the small constituencies the moment their annihilation is proposed. In Hogarth's time there were plenty who cried out, "Give us our eleven days," and the Reform Bill of 1832 was not wholly unopposed. The "voice of the people" had hard work to overcome the "whisper of a faction." Before that measure was passed, the state of

things amounted, in many places, to what Macaulay might have termed "grotesque indecency." In a certain seaport town on the south coast, which was subsequently denuded of one of its representatives, every freeman of the town possessed the franchise, and one of the modes in which freedom was obtainable by a stranger was by his marrying a townswoman. The result of this was that, as elections approached, the fair townswomen of all ages, sizes, persuations, and complexions, inclusive, we believe, of the nymph with but one eye, mentioned in Sheridan's song, were led to the hymeneal altar by sailors, who, after voting and realizing the concomitant emoluments, departed to foreign climes, leaving their disconsolate spouses to console themselves as best they might—at the next election. Certain fees had to be disbursed before the freedom could be "taken up;" these were usually paid by (or for) the favoured candidate. One wily mariner there was who, after his freedom had been taken up for him, polled for the opposite party; on being remonstrated with, he excused himself by saying, that it was a rule with him "always to quarter on the enemy."

Now-a-days the delinquency, we fear, is equally great, though unrelieved by so much low comedy. The infrequency of election petitions in the cases of small boroughs does not, moreover, prove them to be more pure than the larger ones. Of course, in what are termed "pocket" boroughs, bribery, strictly so-called, does not come into play. The same cannot be said of intimidation, if men can be said to be intimidated, who, in their wildest dreams, never conceived the idea of voting according to their own free-will. The secret of the comparative infrequency of petitions against the returns in small boroughs lies in the fact that, where "corrupt practices have prevailed extensively" on both sides, the dread of disfranchisement affords a sufficient inducement to the putting up with a present defeat, and waiting till the next chance comes. Whatever difficulties there may be in dealing with the general question, or with the larger of the corrupt constituencies, we think the smaller ones might be dealt with speedily, bearing in mind the fact that, for the reason we have just mentioned, the small corrupt constituencies belong to what our professional readers might term an "unascertained class."

What will be done, as a general measure, or whether anything will be done, we know not. Suggestions there are many; one says, "Forbid canvassing." But how long before an election can canvassing be said to commence, or how is canvassing to be defined? Another suggests "The Ballot," a subject upon which much has been written and said, inclusive of Sydney Smith's inimitable essay on the one side, and Sir William Molesworth's celebrated speech on the other. A third is of opinion that if constituencies were enlarged by lowering the franchise, bribery would become virtually impossible. In the larger towns, more especially those in the North of England, this might, and probably would, do something, though the evil of ten men bribed with a sovereign a-piece might, in some localities, be as great as that of one bribed with a ten-pound note; and those who have seen anything of elections in small boroughs will agree with us that, in those demoralized constituencies, the most venal electors are those who just scrape into the present qualification. Redistribution may prove to be the panacea, or it may be even the abolition of local representation (hereafter) or Mr. Haro's scheme; though, as abstract theory is proverbially unpopular with our nation, we fear that Mr. Haro has not many friends.

Then again, can nothing be done by way of individual punishment? The *Standard* says that "all propositions for the punishment of the individual electors are simply futile." Possibly that might be so if the matter was to end there, but we cannot help thinking that, combined with disfranchisement *en bloc*, individual visitation would be found to have a wholesome influence. There is another class also to be dealt with: those who bribe. Can nothing be done with them? Our contemporary above alluded to is horrified at the notion of inflicting

any penalty upon those who distribute their largesses so liberally. They bribe because competition forces them to do so. "The real corruption comes from below." The chief argument offered in support of this position appears to be that it is absurd to suppose that men would pay money for their seats if they could help it; to which might have been added, with equal force, that, on good authority, it is better to give than to receive. Mr. Carlyle has said that there is no quarrel in which the right and the wrong are entirely on opposite sides, and probably there is no sinful game requiring two persons to play at it in which the temptation is proffered wholly from the one side to the other. The corruptions of candidate and electors have no doubt been acting and re-acting upon each other for ages. Neither class should be the exclusive recipients of the penalties to be inflicted, and we certainly would visit the bribers as severely as the bribees. In one respect we are inclined to agree with our contemporary the *Standard*, viz. that wealthy *parvenus* are the principal bribers. The *parvenu quid parvenu* is of no particular political persuasion; he may think that it will sound an enlightened thing to adopt the Liberal "platform;" or he may consider that it will savour of the reaty—we mean the landed interest—to go in as a Conservative; but his one aim is to acquire a certain social status by affixing M.P. to his name, and we fear he is not over scrupulous as to the means. The money, however, does not all come from this class—we have even heard of such a thing in the old times as the ruin of a county family by the expenses of one election. However this may be, and to whatever class the delinquents belong, we believe that no measure will be found successful which does not provide for the chastisement, whether by disqualification for future candidature, public office, or other penalty, of those who are educated enough to know better and yet degrade themselves by giving bribes.

IN THE MONTH OF JULY, 1865,\* in commenting on the laxity of the attendance of jurors in London and Middlesex, we referred to an agency existing in London for the purpose of protecting jurymen from the penalties of non-attendance. Upon payment of a guinea the jurymen is guaranteed against any penalty the Court which he is summoned to attend may impose upon him. That the agency now exists we are well aware, and it will be for the benefit of jurors, and greatly to the interest of the administration of justice, that it should be broken up. How any profit could be made out of a transaction which consists in receiving a guinea and undertaking a risk of ten pounds, was more than we were able to determine, but some little light is thrown on the matter by a recent case which was heard at the Guildhall on the 10th instant.

One Charles Mayhew was brought up in custody before Alderman Abbas on a charge of perjury, in making a false affidavit to procure the remission of a fine imposed by the Lord Mayor's Court on a jurymen who had failed to attend a summons to serve on a jury at that court. The affidavit was to the effect that the juror had not received the summons as he was out of town, and did not return in time to attend. Mayhew's object in making the affidavit, which might, we apprehend, with greater propriety, have been made by the juror himself, does not very clearly appear, although a letter from the prisoner to Mr. Brandon was read at the hearing referred to, in which he stated that the variance in the facts was owing to a mistake. It might, however, be of service in interpreting this point, if it could be ascertained distinctly what relations existed between Mayhew and the jurymen which caused the jurymen's summons to be sent to Mayhew. Why, again, did the latter pay the fees for the affidavit out of his own pocket, if, as he declares, he "got nothing by it?" Would he have paid the fine also had it not been remitted? It is to be hoped the City Solicitor will procure sufficient evidence to sift this case to the



very bottom, and should it afterwards turn out that the agency we have alluded to procures the remission of fines on juries by such means as are charged against Mr. Mayhew, it will be some satisfaction that the trouble he has brought himself into will be the means of exposing a practical fraud upon the administration of justice. Whether those who pay a guinea to escape the performance of a plain duty are punishable we shall not now attempt to discuss. The result of their doing so is obviously to cast upon others the burden of a duty they are not entitled to do by proxy. When complaints are made by the judges that juries fail to attend, and when complaints are made by juries that many are continually summoned while others invariably escape, some explanation of the phenomenon may perhaps be found in the fact that by payment of a guinea annually a jurymen may neglect to attend any summons to serve, and may remain in his own country house without fear of being fined.

A SERIES OF LECTURES on legal subjects will be delivered in the ensuing season in Clement's Inn Hall, before the members of that flourishing and useful institution, the Articled Clerks' Debating Society. The names of the lecturers are as follows:—Dr. Montague Cookson, Messrs. Leone Levi, Eber Charles, John Cutler, Joseph Maurice Solomon, Robert Wilson, Hugh Shield, and Arthur Charles. The choice of subjects has been left to the discretion of the lecturers, and consequently the members of the society will have a great variety of fare placed before them.

THE TAXATION OF SUITORS of the courts, other than the Court of Chancery, to be accommodated in the new building in the Strand is the third means by which the cost of its erection is to be borne according to the Act passed last session to supply means towards defraying the expenses. A contribution is to be thus provided in the nature of a redemption annuity, payable for a term not exceeding fifty years, to be raised by fees to be imposed, equivalent to the residue of the Government advances, after repayment of so much of them as the available part of the value of present courts and offices and the one million out of the surplus interest account will not extend to satisfy, the annuity being calculated at 4 per cent. on this residue. The contribution will be levied by a separate fee, to be called the rent of courts fee, and to be determined by the Treasury with the consent of the Lord Chancellor and the chiefs of the superior courts. Therefore the present state of the fee fund account of the superior courts of law acquires an additional interest, particularly as it shows a considerable surplus for the last year.

In 1865 in the Queen's Bench the fees received amounted to £23,049, out of which payments were made of salaries, pensions, and expenses, amounting to £24,759, and compensations, under the 7 Will. 4, & 1 Vict. c. 30, and other Acts, amounting to £11,759, making together £36,518, and leaving a deficiency as to this court of £23,468. The fees received in the Common Pleas were £33,044; the payments under the two above-mentioned heads £23,397 and £4,714; together £28,112, giving a surplus of £4,931. In the Court of Exchequer the fees received amounted to £37,939, and the amounts of expenditure were £25,828 and £4,382, making £30,210, and a surplus of £7,729. The Queen's Remembrancer's Office shows a deficiency, the numbers being on one side of the account £2,603, and on the other, for salaries, pensions, and expenses, £4,267, and the difference £1,664. Consequently the aggregate surplus for the past year was £12,660, and the aggregate deficiency £5,133, and the ultimate "surplus" is £7,527. This surplus will be increased when the new courts and offices are built, for an item of rent enters into the account of 1865, the sums being for extra assistance and rent.

The deficiency in the Queen's Bench was owing to the heavy amount of the compensation. The expenses are not heavy in any of the courts: Queen's Bench, £586;

Common Pleas, £711; Exchequer, £2,126. The expenses of the judges at home vary from about £25 to £45 each, and on circuit from about £60 to £80. In that court the total expenses at home, including the associate and the masters, were £324, and on circuit £344; in the Common Pleas they were £466 and £272; and in the Exchequer, £648 and £275.

The existing ultimate surplus in the account represents at 4 per cent. the interest on nearly £200,000. The whole of the surplus fees received in each court, after payment of expenses, extra assistance and rent, the salaries and pensions of the masters and associates and of the registrars of judgments and acknowledgments in the Common Pleas, are paid to the Paymaster-General, and thereout the other salaries are paid by him. But the sums above specified under the head of compensations are paid out of the consolidated fund. Therefore the ultimate surplus of which we have spoken is one rather of account than of actual receipts and payments, for the surplus fees actually paid to the Paymaster-General were— from the Queen's Bench, £15,714; from the Common Pleas, £17,000, and from the Exchequer £22,244; and consequently, by the three courts jointly, £55,001. The total paid out of the consolidated fund for the compensations in the three courts was £20,856. Now the advances on account of the £1,500,000 for the new building are to be provided, in the first instance, by issues to be made to the Paymaster-General by the Comptroller-General of the Exchequer out of moneys to be provided by Parliament, and the produce of the new rent of courts fee is to be paid by the Commissioners of Inland Revenue to the credit of the account of the Paymaster-General. The occasion, therefore, seems to be a favourable one for making, out of the surplus fees received by the Paymaster-General, some provision in aid of the rent of courts' fee fund.

#### SERJEANTS-AT-LAW.

The death of the Queen's ancient serjeant causes a vacancy in one of the most honourable posts at the English Bar, and recalls to the mind some singularly interesting particulars in our legal history. Serjeants now-a-days have lost their privileges, and compete for professional success on equal terms with other barristers, but they have an ancestry far older and more illustrious than "Her Majesty's Counsel." The earliest Queen's Counsel were certainly not created until the reign of Elizabeth, but serjeants-at-law were in existence long before the period fixed as the beginning of legal memory. Although their dignity has been sadly impaired of late years, a short account of who and what they were, and are, will not, we think, be unacceptable or useless to our readers.

Every servant of the Crown, of whatever kind, was originally termed "serviens," and where land was held in return for the performance of some particular sort of service, the holder became a tenant by serjeanty, and was called a "serjeant," a term derived directly from the Latin word "serviens." Among the services rewarded by the creation of serjeanties was that of administering justice in the various counties and boroughs of England, and, indeed, of Normandy also. In those early times judges of assize were unknown, and justice was, therefore, administered chiefly by local officers. These were called "king's serjeants," or else serjeants of the particular counties or boroughs to which they might be appointed. In boroughs their existence cannot be traced lower than a very early date. The rise of commerce increased the number of incorporated towns, and gave such importance to the municipal authorities that ere long the king's "serjeant" had to make way for the mayor and aldermen. In one of two places, however, he still survived, and the city of London to this day has its "common serjeant," whom, however, by the favour of Edward the Second, the citizens, and not the Crown, elect. In counties the serjeants had a longer existence, but even there for hundreds of years their functions have been



performed by justices of the peace and the judges of assize.

When we remember the state of popular education even as late as a century ago, we may doubt whether the change from a trained lawyer to a boorish squire, who, most probably, could not write his own name, would be advantageous. Gentlemen of the type of Squire Western and Justice Shallow do not often possess the judicial faculty. It is a curious instance of the tenacity of English customs that even at present, when a prisoner is given in charge to a jury at the assizes, the crier's proclamation, inviting further accusers of the prisoner at the bar to come forth "for he now standeth on his deliverance," commences thus:—"If anyone can inform my lords the Queen's Justices, the *Queen's Serjeant, &c.*"

Beside the serjeants occupied in local administration there were many in constant attendance on the king. Their duty was to sit as assessors with the chief justiciary in the *Aula Regia*, or to act as advocates for the suitors there. Thus we find them acting in a double capacity—some being judges, others advocates, the same office being held at different times by the same person. Serjeants, whilst employed as advocates, were termed "serjeant-counters;" whilst employed as justices they were termed "serjeant-justices." Chaucer's "serjeant of the law" was both advocate and judge.

Justice he was full often in assize

By patent and by pleine commission;

For his science and for his high renown

Of fees and robes had he many on.

Nowhere so busy a man as he there n'as,

And yet he seem'd busier than he was.

In terms had he cas and domes alle

That fro' the time of William weren falle.

In America judges appointed for a term of years frequently return to the bar, and in England the same practice prevailed down to the Revolution of 1688. Pemberton, Chief Justice of the Common Pleas in Charles the Second's reign, acted as an advocate during the reign of James.

Both classes of serjeants were appointed by the Crown, and no person could exercise judicial functions in the Courts of Queen's Bench and Common Pleas unless he was a serjeant, unless he had been called to the degree of the "*coif*." The rule still prevails. Every judge, if not previously a serjeant, is made one on his appointment. Otherwise he could not be included in a commission of assize. But it has long been customary to join all Queen's Counsel with the judges and serjeants in the commissions of oyer and terminer and gaol delivery, and also, by exercise of a power given under 13 & 14 Vict. c. 25, in that of assize and *nisi prius*. Hence, it follows that a Queen's Counsel can now assist an over-worked judge not only to try prisoners, but also in trying causes. As the Barons of the Exchequer go circuit like their brethren, they are also invested, upon their appointment, with the rank of serjeant. "Queen's Serjeants" are summoned to the House of Lords on the meeting of Parliament, and have a right, with the judges (who, it may be observed, are summoned, not as judges, but as serjeants), to a seat on the woolsack. But ordinary serjeants, that is, those with an ordinary patent of precedence, and those without even that, and who appear to be the modern successors of the old "apprentices in law," are not summoned. At present, we believe, there are no Queen's Serjeants. Mr. Serjeant Manning, Mr. Serjeant Wrangham, and Mr. Serjeant Shee held that position, the first named being, by seniority, the "ancient serjeant." The second is dead, and the latter is now a judge. We presume that the honour will not be allowed to become extinct. To hold it, is invaluable to a man in large business, for it gives precedence over the whole bar, with the exception of the Attorney and Solicitor-General. It would be most appropriately bestowed on the most distinguished member of Serjeants-inn. A recognised non-official leader of the bar is highly desirable; and a distinguished "Queen's Serjeant" would command the

same respect from English barristers as the "Dean of Faculty" commands from the bar in Scotland.

We must say a few words as to the privileges which serjeants at one time possessed. Originally they unquestionably enjoyed sole audience as advocates, but when the Common Pleas became fixed at Westminster the serjeants found it inconvenient to leave it, and, accordingly, other persons were licensed to act as advocates in the King's Bench and Exchequer. But, until a time within the memory of the present generation, the Common Pleas was the exclusive preserve of serjeants. Chief Justice Willes, about a century ago, proposed to throw his court open, but he was overruled by the influence of Lord Chancellor Hardwicke. In 1834, however, a royal warrant was issued opening the court, and for six years all barristers practised there. It was afterwards held by the Privy Council that the warrant was illegal, and, accordingly, in 1840, the court was closed again against all but the brethren of the "*coif*." But the victory of monopoly was of short duration. In 1846 an Act of Parliament was passed (9 & 10 Vict. c. 54), whereby the privileges of the serjeants in the Common Pleas were finally extinguished. We may mention that until last year serjeants without patents of precedence sat amongst the junior bar in the Queen's Bench and the Exchequer, but by the courtesy of the present Chief Justice of England and of Chief Baron Pollock they have now been allowed seats "within the bar."

It is no slight expense to be made a serjeant. Rings with an appropriate motto have to be distributed to certain great functionaries, and the fees at Serjeants'-inn are considerable. But then a barrister must expect to pay something for the honour of being addressed as "Brother" by the members of the judicial bench. Moreover it is an expensive thing to be made a Queen's Counsel. It is probable that the order of ordinary serjeants, at all events, though but a shadow of what it once was, will continue to exist. Men who might ask for "silk" as Queen's Counsel in vain, find no difficulty in getting the simple "*coif*," unaccompanied by a patent of precedence. Indeed, they are entitled to claim it after a certain number of years. It is a convenient, though rather ambiguous, rank, being somewhere between the humble order of "stuff" and the exalted dignity of a full blown "silk." A barrister who has assumed it can no longer draw pleadings, but he can, without any breach of professional etiquette, take a smaller fee as a leader than a Queen's Counsel or serjeant with a patent. And he enjoys a distinctive social title which, doubtless, is occasionally of value to him.

#### AGREEMENTS TO TAKE SHARES IN JOINT-STOCK COMPANIES.—No. I.

As might have been expected, by far the larger proportion of cases in which the effect of the dealings between companies and the applicants for their shares has come in question, have occurred in the equity courts. For one case in which a defendant has pleaded to an action for calls, or under the older Companies Act to a creditor's action, "that he had never become a shareholder of the company," there must be many in which that question of membership or non-membership has been fought out at equity.

This necessarily would be so, seeing that the common law courts in such cases can take upon them only to decide one question. "Is the man a shareholder?" while the courts of equity have two possible questions before them, firstly: "Is the man a shareholder?" and secondly, "If not, ought he to be made to become one?" The latter question, too, is one of much more uncertainty than the former.

The rules applicable at common law to questions of membership arising out of letters of application and allotment, have been, of course, identical with those governing the effect of other documents of agreement. The Companies Act of 1856, however, created an excep-

tion, which, although that Act was repealed by the Act of 1862 is still worth a little notice.

In the Act of 1856 the restrictive definition of a shareholder was contained in the 19th section, which comprised these words:—"Every person who has accepted any share in a company registered under this Act, and whose name is entered on the register of shareholders, and no other person (except a subscriber to the memorandum of association in respect of the shares subscribed for by him), shall for the purpose of this Act be deemed to be a shareholder;" and the first regulation of table B, in the schedule to the Act, was as follows:—"No person shall be deemed to have accepted any shares in the company unless he has testified his acceptance thereof in writing under his hand, in such form as the company from time to time directs" (It will be borne in mind that, by section 2, the regulations of table B are to apply to companies registered under the Act, except where modified by any regulations of the companies' own). The consequence of this regulation for those companies to which it applied was that, where the company prescribed a form of acceptance and consent, a person who had signed the ordinary letter of application for shares and received a letter of allotment, might, if he so pleased, refuse to sign the form of acceptance, and so never become a shareholder (at any rate, unless compelled by a Court of equity). This was established in 1859 by the case of *New Brunswick and Canada Railway Company v. Muggeridge*, 7 W. R. 495. In that case the defendant had signed a printed letter of application, containing the words "and I hereby agree to accept such shares or any less number that may be allotted to me, and to pay the future calls thereon." He had afterwards received a letter of allotment. Subsequently a form of memorandum of acceptance and consent was printed with the articles of association, and a copy forwarded to the defendant; this he never signed, and pleading to an action for calls "that he was not the holder of the shares," the Court (assuming that the company had directed the acceptance of shares to be testified by means of the form printed with the articles) held that he was not a shareholder. In fact, the express prohibitory words of the statute could not be got over.

In 1861 occurred the case of *The Bog Lead Mining Company v. Montague*, 10 C. B. N. S. 841. Here the defendant had signed the company's printed form of application, containing the words "I request you to allot me that number of shares, and I hereby agree to accept the same, and undertake to pay the amount of calls that may be made thereon." The defendant had filled in this form for twenty shares, and he subsequently received a letter of allotment of that number. The company never "directed" any further form of acceptance. The defendant pleaded to an action for calls, "that he had never accepted any shares in the company as by the statute and articles of association were required." The Court held that the printed form of application might, no further form having been "directed," be treated as the form referred to in regulation 1. of table B, if that with the letter of allotment could amount to an agreement binding on the defendant. By analogy to the case of a specific chattel it was evident that the letter of application for a particular number of shares, followed by an allotment of that particular number was an acceptance binding on the defendant; had the number of shares allotted been smaller than the number applied for, the case would have been different. Thus companies which had printed a form of application capable when signed of constituting an acceptance before delivery were in a better position, as against an applicant, than if they afterwards printed a regular form of acceptance and consent.

The decision in the first of these two cases, though unavoidable, was not calculated to give satisfaction to the public, and the Legislature, in framing the Companies Act of 1862, made an alteration accordingly. Section

23 of that Act, after providing for those who have subscribed the memorandum of association, enacts that "every other person who has agreed to become a member of a company under this Act, and whose name is entered on the register of members shall be deemed to be a member of the company." "Agreement" is thus substituted for "acceptance"—"in such form as the company from time to time directs;" and the case thereby relegated to the ordinary rules.

Now, suppose a company, originally incorporated under the Act of 1856, and consequently, by section 176 of the new Act, falling under the provisions of the latter, to make an issue of new or reserved shares. We are speaking of a company having regulation 1 of table B among its regulations, and having prescribed a form of acceptance of shares, in addition to the letter of application. What is the test of membership here? Must that form be signed before the applicant can be bound? or is the case to be tried by the ordinary rules? The words of table B are "in such form as the company from time to time directs," and it may be said that a new form would be required for a new issue, and so the absence of such a form would, as in the *Bog Lead Company's Case* (*ubi sup.*), make the letter of application binding on the applicant. But suppose the allotment was not one of new but of original shares, not before issued, or of forfeited shares. We think a sufficient answer will be found to the question we have suggested in the consideration that the provisions of table B, where applying to any company incorporated under the Act of 1856, apply, not as statutory provisions, but merely with the force of ordinary regulations, framed by the company for its own conduct; and that consequently, wherever the regulations of table B, as applying to any such company, happen to be inconsistent with or contradictory to anything in the new Act, the regulations of table B must yield, and the Act of 1862 prevail. That is to say that rule 1 of table B, when applying to any company now in existence, is rendered nugatory by section 23 of the Act of 1862.

It will perhaps be objected that section 206 of the new Act contains an express saving of table B, "or any part thereof, so far as the same applies to any company existing at the time of this Act." But this saving occurs as an exception to a special portion of the Act of 1862, repealing former Acts; section 205 states that certain Acts (including that of 1856) shall be repealed; and section 206 goes on to say—"No repeal hereby enacted shall affect" (*inter alia*) "table B or any part thereof," &c. So that this saving is merely, by way of exception to this express general repeal—to save table B from annihilation (in which case some companies must have been left destitute of regulations)—and does not, as we think, extend to a virtual repeal effected by an incompatibility of some portion of table B with some particular section of the new Act. The words are "no repeal hereby enacted," not "no repeal effected by this Act, or any part thereof."

Of course it is hardly possible that any case can now arise on an original issue of shares under the Act of 1856, but the question we have just been discussing might well present itself, and such companies as there may be (but few in number, we expect) still retaining the first regulation of table B in their regulations will do well to avoid all doubt by removing that regulation, which they can do under section 176 of the new Act.

Now that by the new Act "agreement to become a member" is substituted for "acceptance of shares" as the condition of membership, the Courts of common law will simply have to apply ordinary rules to the documents which have passed between the company and the applicant for shares; in fact, in determining whether or no a valid agreement has taken place, they will deal with each case just as a Court of equity will deal with it and would have dealt with it before the new Act. The general construction placed by the Courts upon agreements and applications for shares we shall proceed to discuss in another article.

# EQUITY.

## THE COMPANIES ACT, 1862—"CONTRIBUTORIES."

*In re the Anglesea Colliery Company (Limited)*, 14 W. R. 708, 1004; 2 L. R. Eq. 380.

Of the many questions recently raised upon the construction of the Companies Act of 1862, not the least important is that which has received an answer in the judgment given in the above case, viz., Are the holders of fully paid-up shares in a company, with liability limited by shares, registered under the above Act, "contributories" within the meaning of that term as used in the Act? The answer to this question involves many important consequences, and we think that the affirmative answer given by the Court of Appeal in the above case is, in its practical results, in accordance with the intention of the Legislature.

The question appears to have been raised in several previous cases, and the decisions have been somewhat contradictory. It will be remembered that by section 82 of the Act a "contributory" is one of the persons entitled to present a petition for winding up the company, and that section 74 defines the term "contributory" to mean "every person liable to contribute to the assets of a company under this Act in the event of the same being wound up." Moreover, section 38 enacts that in the event of a company formed under the Act being wound up, every present and past member of such company shall be liable to contribute to the assets of the company to an amount sufficient to pay the debts of the company, the costs of the winding-up, and such sums as may be required to adjust the rights of the contributories amongst themselves; with, however, certain qualifications, among which are these—that a past member shall not be liable if he has ceased to be a member for more than a year before the commencement of the winding-up; and that, in the case of a company limited by shares, no member shall be required to contribute more than the amount unpaid upon his shares. Such being the provisions of the Act, in the case of *Re the Cheshire Patent Salt Company (Limited)*, 1 N. R. 533 (in March, 1863), V. C. Kindersley expressed himself of opinion that it was very doubtful whether a petition to wind up the company by a holder of paid-up shares could be maintained. But it was not necessary for his Honour in that case to decide the question. In the case of *In re the Patent Artificial Stone Company (Limited)*, 13 W. R. 285 (before the Master of the Rolls in December, 1864) a holder of fully paid-up shares presented a petition to wind up the company. It was objected that he had no right to do so, and the Master of the Rolls said, "The petitioner, properly speaking, had no personal interest in the matter, as all his shares were fully paid up. There remained only the chance that he might, on the winding-up, recover something of what he had paid. This was both too remote and in itself an insufficient interest." This company was one registered and incorporated under the Acts of 1856 and 1857, but that circumstance does not seem to affect the principle of the decision. In the case of *In re the Llanashire Brick and Tile Company*, 13 W. R. 560 (before the Master of the Rolls in March, 1865) a holder of paid-up shares petitioned for a winding-up of the company, and the same objection was taken as in the previous case, while on the other side it was said that, if all the shareholders paid what was due on their shares, the petitioner would recover part of what he had paid. The Master of the Rolls said "that he could not lay down that the mere fact of being the holder of paid-up shares was, in itself, conclusive, but it was strong against the petitioner. . . . The burden of proof lay on a petitioner, who was the holder of paid-up shares, to show that he had an interest." On further consideration of the question his Honour said "that when the holder of paid-up shares in a limited company petitioned for a winding-up, if the company were insolvent, the petitioner had no interest. But if it should appear that

the debts were not considerable, and that it was not intended to carry on the business, and that, if the company were not wound up, all the debts would be thrown on the petitioner in exoneration of the other shareholders, he would, on the principle that equality is equity, be entitled to a winding-up order. His Honour, therefore, did not lay down the rule that in no case could a holder of paid-up shares in a limited company come into court for the purpose of having it wound up; but if he did, he must make out such a case as his Honour had described, the greater or less *gravamen* of which was a matter for the consideration of the Court. But in the present instance no such case had been made out." We must confess that it appears to us—to say the least—very unsatisfactory that the right of a holder of paid-up shares to petition to wind up a company should depend upon the greater or less degree of probability, which there may appear to be at the time his petition is presented, of there being, when the debts and the costs of winding-up are all satisfied, some surplus to divide among the shareholders. From the ordinary state of the affairs of a company, when a winding-up petition is presented, it must always be a matter of doubt whether there will be such an ultimate surplus, and surely a man who has paid up the full amount of his shares has as great an interest as anyone else—if not a greater interest than anyone else—in seeing that the estate of the company be so administered as to make that surplus as large as possible.

The point came again before the Master of the Rolls in *In re The Constantinople and Alexandria Hotels Company (Limited)*, 13 W. R. 851 (in June, 1865), and in that case his Honour gave the conduct of the winding-up to petitioners, who were holders of fully paid-up shares, there being, as far as can be gathered from the report, some probability of an ultimate surplus. But his Honour is reported to have said "that he did not think that the liability of Mr. E. Hall and the other shareholders, who had paid the deposit only, was a reason for giving them a preference, since Messrs. Finch, Hill, & Pareira had already paid what the other shareholders were only liable to pay." These expressions, so far as they go, are directly at variance with the principle laid down by his Honour in the previous cases before him.

The question arose in a somewhat different form before Vice-Chancellor Wood in May last in the case at the head of this article. In that case the company was being wound up voluntarily, and for that purpose liquidators had been appointed. The larger portion of the shares had been allotted as fully paid-up shares in payment for a colliery purchased by the company, and on the remaining shares £4 per share only had been paid, the shares being £5 shares. The liquidators realised the property of the company, and therewith paid all its debts without making any call upon the shareholders, and they then proceeded to make a call of £1 per share on the shares on which only £4 was paid, for the purpose of adjusting the rights of all the shareholders. This call was professedly made under the authority of the 133rd section of the Act. Thereupon some of the holders of £4 shares presented a petition praying for a declaration that the liquidators had no authority to make this call for the purpose of dividing the proceeds, or any part thereof, among the holders of paid-up shares. The Vice-Chancellor, however, held that the liquidators had authority to make the call, and he is reported to have said that "The object and scope of Winding-up Acts was to enable joint-stock companies to be wound up as effectually as if a bill had been filed. The Court was not so narrowly restricted as to be prevented from doing justice when 'adjusting the rights of the contributories;' nor was it the intention of the Act that the persons whose assets were to be distributed by the liquidators should have no remedy. The word 'contributories' must mean all those persons who would have been contributors if the shares had not been paid up." This case was shortly afterwards brought by way of appeal before the Lords



Justices, and was argued before their Lordships on the 4th July, and their judgment was given on the 4th August in accordance with the opinion of the Vice-Chancellor. The chief argument on the one side was that a person not liable to contribute could not be included under the term "contributory;" while on the other side it was urged that the process of winding-up under the Act was manifestly intended to be a complete substitute for a suit in respect of the rights of every person, whether creditor or shareholder, interested in the company, and it was pointed out that the result would be absurd if it were held that a call could be made for the benefit of a shareholder who had paid up £4 19s. 6d. per share, while the holder of shares on which the £5 had all been paid, must file a bill if he wanted to recover what might be due to him. Lord Justice Turner based his conclusion upon the particular sections to which we have already referred, and also upon the general scope and intention of the Act. He said that the question depended primarily upon sections 74 and 38 of the Act; and with respect to section 74 he said, "This section, therefore, in no way defines the persons on whom the liability created by it is to attach, but it refers to a liability under the Act, and leaves it to be collected from other parts of the Act on whom the liability was intended to be fixed." His Lordship then said that there appeared to be nothing in the Act describing the persons who are to be liable, with the exception of section 38, and came to the conclusion that it must be section 38 which is referred to by section 74. And with respect to section 38 he said, "Reading this section apart from the qualifications, there can, as it seems to me, be no doubt upon whom the liability is fixed. It is clearly fixed upon the present and past members of the company, and the present and past members must be contributories within the meaning of section 74. This part of the 38th section is in effect descriptive of the persons to whom the 74th section refers. The question then must be, what is the effect of the qualification contained in Art 4 of section 38," (i.e., the qualification restraining the liability to the amount unpaid upon the shares), and, in my opinion, it does not derogate from the previous description; on the contrary, it assumes the members to be liable, and merely provides in what cases, and to what extent, the liability is to be enforced against them. I think, therefore, that notwithstanding this qualification, the members must be considered to be contributories. Upon these sections alone, therefore, I can hardly doubt that all members of a company (and there can be no doubt that the holders of paid-up shares are members) ought to be held to fall within the description of contributories." His Lordship then went on to consider the scope and purpose of the Act, and after making some valuable observations on the necessity of taking into account the scope and purpose when construing an Act of Parliament, he said, "Now it seems to me to be clear beyond all doubt that the purpose of the Act is (*inter alia*) to adjust the rights of all the members of companies which should be wound up under it. Indeed, I do not see how the rights of those members who have not paid up in full could be adjusted without the rights of those members who have paid up in full being taken into account;" and after a reference to several other sections of the Act, and in particular to section 133, which provides that the property of the company is (after payment of its debts, and the costs of winding-up) to be divided among its members, His Lordship said, "Upon the whole case I entertain no doubt whatever that the Vice-Chancellor has arrived at the right conclusion upon the construction of the Act." Lord Justice Knight Bruce was of the same opinion.

A few days before this judgment was given, the question was again brought before the Court of Appeal with reference to the right of a holder of fully paid-up shares to present a petition for winding-up a company, in *Re National Savings' Bank Association, (Limited)*, 14 W. R. 1005. The Master of the Rolls had made an order to wind up that company upon the petition of a shareholder, whose shares were fully paid up, and from this order the com-

pany appealed. The Lords Justices, however, affirmed the order mainly upon the same grounds as those upon which they founded their judgment in the principal case.

As we have before said, we think that the effect of these decisions of the Court of Appeal is to carry out the intention of the Legislature with respect to the Act of 1862, though they may not strictly conform to its language. We think also that these decisions are in principle most just; but it appears to us much to be regretted that the judgment of the Court is mainly rested upon so narrow and technical a ground—a ground, too, that will not, as it seems to us, bear close examination. In both cases Lord Justice Turner relies chiefly upon the words of sections 74 and 38. The former of these sections defines the word "contributory" as being "every person liable to contribute to the assets of a company under this Act in the event of the same being wound-up." When we come to look through the Act, in order to discover who is so liable, we can, as his Lordship says, find nothing except section 38 to supply the desired information. But that section tells us in very plain language what we want to know, and we venture to say that no person, reading that section through, simply for the purpose of finding out who is liable to contribute to the assets of a company, in the event of the same being wound-up, could come to any other conclusion than this, viz.—that a holder of fully paid-up shares is not so liable. The section says, in effect, "When a company, limited by shares, is being wound up, every present and past member thereof shall be liable to contribute to its assets, with the following exceptions:—Exception No. 1. No member shall be liable beyond the amount unpaid upon his shares." The plain English of this surely is, that a holder of paid-up shares is not liable under the Act to contribute; and a "contributory" being defined by the Act as "a person liable under the Act to contribute," nothing can, we think, be plainer than that a holder of fully paid-up shares is not a contributory as far as the strict language of sections 38 and 74 goes. It is, however, we think, equally clear that it was intended by the Act that a holder of fully paid-up shares should be entitled to present a petition to wind-up the company, and also that, in the event of a winding-up, he should be entitled to have a call made upon his fellow shareholders, whose shares are not fully paid up, for the purpose of adjusting his rights. This, we think, is most clearly shown by the general scope and purpose of the Act as gathered from a careful consideration of it as a whole, and the observations of Lord Justice Turner on this point in the principal case are, we think, very valuable, and we can only regret that his Lordship did not base his judgment entirely on those broad principles of construction which he refers to in the latter part of it. Those principles cannot be more admirably expressed than in a passage (cited by his Lordship) from the case of *Stradling v. Morgan*, Plowd. 205, in which the following words occur:—"Which expositions" (viz., of the sages of the law) "have always been founded upon the intent of the Legislature, which they have collected—sometimes by considering the cause and necessity of making the Act—sometimes by comparing one part of the Act with another—and sometimes by foreign circumstances, so that they have ever been guided by the intent of the Legislature, which they have always taken according to the necessity of the matter, and according to that which is consonant to reason and good discretion." If our judges would always bear these principles in mind, we should not so often have occasion to regret the consequences of the hasty and ill-considered legislation of recent years.

It is reported that Mr. Malins, Q.C., will contest the borough of Penryn and Falmouth in the ministerial interest. The learned counsel was called to the bar in 1830, and became a Q.C. in 1848. He sat for Wallingford from 1852 until 1865, when he was defeated by Sir Wentworth Dilke. He is sixty years of age, and connected with Cornwall by marriage. General North is also mentioned as a probable candidate.

of works of art for life or any limited period, and being of full age.

4. Short title.—This Act may be cited for all purposes as "The Art Act, 1866."

#### CAP. XVII.

An Act to regulate the Inspection of Cattle Sheds, Cowhouses, and Byres within Burghs and populous places in Scotland. [30th April, 1866.]

1. Short title.—This Act may be cited as "The Cattle Sheds in Burghs (Scotland) Act, 1866."

2. Interpretation of terms.

3. Inspection and licensing of cattle sheds in burghs, Scotland.

4. Inspection of cattle sheds in populous places in Scotland.

5. Licence for cattle sheds and cowhouses may be suspended in addition to penalty imposed.

6. Licences to be renewed every year.

7. Fourteen days previous notice of the intention to apply for such licence shall be given in writing to the Magistrates or commissioners.

8. *Extent of Act.*] This Act shall apply only to Scotland.

9. *Commencement of Act.*] This Act (clause 7 excepted) shall come into force on the 15th day of May, 1866.

#### CAP. XVIII.

An Act to make Provision for the Transfer of the Assets, Liabilities, and Management of the Bengal, Madras, and Bombay Military Funds, the Bengal Military Orphan Society, and other Funds, to the Secretary of State for India in Council. [30th April, 1866.]

#### CAP. XIX.

An Act to amend the law relating to Parliamentary Oaths. [30th April, 1866.]

*Preamble.*—Whereas it is expedient that one uniform oath should be taken by members of both Houses of Parliament on taking their seats in every Parliament:

Be it therefore enacted by the Queen's most excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:

1. *Oath to be taken by members of Parliament.*] The oath to be made and subscribed by members of both Houses of Parliament on taking their seats in every Parliament shall be in the form following:

"I A.B. do swear that I will be faithful and bear true allegiance to her Majesty Queen Victoria; and I do faithfully promise to maintain and support the succession to the Crown, as the same stands limited and settled by virtue of the Act passed in the reign of King William the Third, intituled 'An Act for the further limitation of the Crown, and better securing the rights and liberties of the subject,' and of the subsequent Acts of Union with Scotland and Ireland. "So help me God."

2. *The name of the Sovereign for the time being to be used in the oath.*] Where in the oath hereby appointed the name of her present Majesty is expressed, the name of the Sovereign of this kingdom for the time being by virtue of the Act "for the further limitation of the Crown, and better securing the rights and liberties of the subject," shall be substituted from time to time with proper words of reference thereto.

3. *Time and manner of taking the oath.*] The oath hereby appointed shall in every Parliament be solemnly and publicly made and subscribed by every member of the house of peers at the table in the middle of the said house before he takes his place in the said house, and whilst a full house of peers is there with their speaker in his place, and by every member of the House of Commons at the table in the middle of the said House, and whilst a full House of Commons is there duly sitting, with their speaker in his chair, at such hours and according to such regulations as each House may by its standing orders direct.

4. *Provision in favour of Quakers, &c.*] Every person of the persuasion of the people called Quakers, and every other person for the time being by law permitted to make a solemn affirmation or declaration instead of taking an oath, may, instead of taking and subscribing the oath hereby appointed, make and subscribe a solemn affirmation in the form of the oath hereby appointed, substituting the words "solemnly, sincerely, and truly declare and affirm," for the word "swear," and omitting the words "so help me God;" and the making and subscribing such affirmation with such substitution as aforesaid by a person hereby authorized to make and subscribe the same shall have the same effect as the making and subscribing by other persons of the oath hereby appointed.

5. *Penalty for omission to take oath.*] If any member of the House of Peers votes by himself or his proxy in the House of Peers, or sits as a peer during any debate in the said house, without having made and subscribed the oath hereby appointed, he shall for every such offence be subject to a penalty of £500, to be recovered by action in one of her Majesty's superior courts at Westminster; and if any member of the House of Commons votes as such in the said house, or sits during any debate after the speaker has been chosen, without having made and subscribed the oath hereby appointed, he shall be subject to a like penalty for every such offence, and in addition to such penalty his seat shall be vacated in the same manner as if he were dead.

6. *Repeal of Acts and parts of Acts in schedule.*] There shall be repealed the several Acts and parts of Acts specified in the schedule hereto to the extent in the said schedule in that behalf mentioned: Provided always, that the repeal of these Acts or any of them, or of any parts thereof, shall not be construed to weaken or in any manner to affect any laws or statutes now in force for preserving and upholding the supremacy of our lady the Queen, her heirs and successors, in all matters civil and ecclesiastical within this realm and other her Majesty's dominions.

#### SCHEDULE.

Date of Act.	Extent of Repeal.
30 Car. 2, stat. 2, c. 1....	So much as is unrepealed.
13 Will. 3, c. 6 .....	Sections 10, 11.
1 Geo. 1, stat. 2, c. 13....	Sections 16, 17.
6 Geo. 3, c. 53 .....	So far as relates to oaths to be taken by Members of either House of Parliament.
10 Geo. 4, c. 7 .....	So far as relates to oaths to be taken by Members of either House of Parliament.
6 & 7 Viet. c. 6 .....	The whole Act.
21 & 22 Viet. c. 48 .....	So far as relates to oaths to be taken by Members of either House of Parliament.
21 & 22 Viet. c. 49 .....	So far as relates to oaths to be taken by Members of either House of Parliament.
22 Viet. c. 10 .....	So far as relates to oaths to be taken by Members of either House of Parliament.
23 & 24 Viet. c. 63 .....	The whole Act.

#### CAP. XX.

An Act to indemnify William Forsyth, Esquire, One of Her Majesty's Counsel, from any penal Consequences which he may have incurred by sitting or voting as a Member of the House of Commons while holding the Office of Standing Counsel to the Secretary of State in Council of India. [30th April, 1866.]

*Preamble* reciting return of Mr. Forsyth for Cambridge, and decision by the committee of the House of Commons that his election was void.

1. *Indemnification of William Forsyth.*] That the said William Forsyth shall be and is hereby indemnified, freed, and discharged from and against all penalties, forfeitures, incapacities, and disabilities whatsoever (if any) incurred or to be incurred by him for or by reason of any infringement

by him of the provisions of the said Act of Parliament by sitting or voting as a member of the House of Commons.

2. *The general issue may be pleaded in any action or suit.* In case any action, suit, bill of indictment or information shall have been or shall be brought, carried on, or prosecuted against the said William Forsyth for or on account of any penalty, forfeiture, incapacity, or disability whatsoever, incurred or to be incurred for or by reason of such infringement of the said Act of Parliament as aforesaid, he may plead the general issue, and upon his defence give this Act and the special matter in evidence upon any trial to be had thereupon.

### CAP. XXI.

An Act to authorise the Commissioners of Her Majesty's Works and Public Buildings to acquire by compulsory Purchase or otherwise certain Lands, Houses, and Premises in the parish of Saint Margaret, Westminster; and for other purposes. [18th May, 1866.]

1. Short title—This Act may be cited for all purposes as "The Public Offices Site Act, 1866."

#### *Incorporation of Commissioners.*

2. Incorporation of Commissioners of Works for purposes of Act.

#### *Acquisition of Site.*

3. *Description of Purposes of Act.* The purposes of this Act are, the acquisition of additional lands for the site of the public offices aforesaid and the approaches thereto, and for the enlargement and improvement of the police station aforesaid, and the constructing and doing such works and things as are conducive to the attainment of the above purposes or any of them, or incidental thereto.

4. *Power of commissioners to purchase lands.* The commissioners may, out of any moneys placed at their disposal by Parliament for that object, purchase, take, and use for the purposes of this Act all or any of the prescribed lands.

5. Parts of lands now vested in commissioners under 16 & 17 Vict. c. 46, to remain so vested.

6. Commission to make good to parishes of St. Margaret and St. John the Evangelist deficiencies in rates.

7. *Power to commissioners to enter upon lands.* The commissioners, their surveyors, officers, and workmen, may at all reasonable times in the daytime, upon giving twenty-four hours' previous notice in writing, enter into and upon any of the prescribed lands for the purpose of surveying or valuing the same.

8. 8 & 9 Vict. c. 18, and 23 & 24 Vict. c. 106, incorporated.] "The Lands Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," shall, except as hereby expressly varied, be incorporated with this Act, but,

(1). There shall not be incorporated with this Act "The Lands Clauses Consolidation Act, 1845," as 16 & 17 :

(2). This Act shall be deemed to be the "special Act," and the commissioners shall be deemed to be "the promoters of the undertaking;"

(3). The term "sheriff," used in "The Lands Clauses Consolidation Act, 1845," relating to the reference to a jury, shall be deemed to apply to the High Bailiff of the city and liberty of Westminster, or his deputy :

(4). The bond required by s. 85 of "The Lands Clauses Consolidation Act, 1845," shall be under the common seal of the commissioners, and shall be sufficient without the addition of the sureties in the said section mentioned.

9. Extinction of rights of way and other easements in King-street.

10. *As to claims for compensation by yearly tenants.* All claims for compensation made upon the commissioners under the provisions of this Act or any Act incorporated herewith, shall, if the person claiming to be entitled to compensation has no greater interest than as tenant for a year or from year to year in the lands in respect of which the compensation is claimed, be determined in manner provided by section 121 of "The Lands Clauses Consolidation Act, 1845."

11. *Limit for compulsory purchase.* The limit for the compulsory purchase of lands under this Act shall be three years.

12. Power to the commissioners to sell lands to the receiver for the metropolitan police district.

13. *Powers to commissioners to execute works.* The commissioners may pull down and remove any buildings on the prescribed lands, and may construct thereon such buildings and works, and do all such other things as may in their opinion be necessary or expedient in order to carry into effect the purposes of this Act or any of them.

14. *As to rights of metropolitan board of works.* Nothing in this Act shall extend to take away or impair any rights or jurisdiction of the metropolitan board of works in relation to any sewers, drains, or watercourses.

15. *Buildings exempt from 18 & 19 Vict. c. 122.* All buildings erected on the prescribed lands, either by the commissioners or by the receiver for the metropolitan police district, shall be exempt from the operation of the first part of "The Metropolitan Buildings Act, 1855."

#### *Miscellaneous.*

16. *No purchase to be made without the authority of the treasury.* No purchase shall be made by the commissioners for the purposes of this Act without the consent in writing of the commissioners of her Majesty's treasury; but it shall not be necessary for any vendor or any purchaser from the said commissioners to ascertain that such assent has been given, nor shall the commissioners be bound to produce to any such vendor or purchaser any evidence of such assent, and any such assent may be given either generally or for any particular purchase or purchases, as to the said commissioners of the treasury may seem meet.

17. *Authentication of notices.* Every notice, summons, writ, or other document required to be given, issued, or signed by or on behalf of the commissioners may be given, issued, or signed by the solicitor or secretary for the time being of the commissioners, and need not be under the common seal of the commissioners.

18. Land purchased, vested for the public service, subject to provisions of 15 & 16 Vict. c. 28.

19. *Contracts made by first commissioner of works to be valid.* All contracts in writing made by the first commissioner of her Majesty's works and public buildings in the execution of any of the powers by this Act given to the commissioners hereby incorporated as aforesaid shall be valid, and shall be binding on the commissioners as if the same had been under their corporate seal.

20. All monies payable to the commissioners to be paid to her Majesty's Paymaster General.

21. *Orders concerning money paid into court may be made at chambers.* All orders which under this Act the court of chancery is empowered to make, on motion or petition, in relation to any money paid into the bank of England with the privy of the Accountant-General of the court of chancery under this Act, or the securities in or upon which the same may be invested, or the dividends or interest on such money and securities, or the costs of any application, may be made by any judge of the said court upon application to him while sitting at chambers, upon summons, in like manner as in other cases in which proceedings may be so had, subject nevertheless to any general orders which may hereafter be made concerning the practice, proceedings, or business of the said court on any such applications.

22. Penalty for obstructing commissioners.

23. *Deeds not liable to stamp duty.* No deed, bond, or other instrument made by, to, or with the commissioners for any of the purposes of this Act shall be subject to any stamp duty imposed by any Act now in force, nor to any stamp duty to be imposed by any future Act, unless such instruments are specially charged therewith in such future Act.

24. *Deeds to be enrolled in Court of Exchequer.* Every conveyance, assignment, or other deed or instrument whereby any land by this Act authorized to be purchased is conveyed or assigned to the commissioners for the purposes of this Act, shall be enrolled amongst the records of her Majesty's Court of Exchequer, and entered in the books of the said commissioners; and every such conveyance, assignment, or other deed or instrument, when so enrolled, shall, without any other enrolment or acknowledgment thereof, and without any registry thereof, be good and available in



law, any Act of Parliament, law, practice, or usage to the contrary in anywise notwithstanding.

25. Plan to be deposited in the office of works, and open to inspection.

## CAP. XXII.

An Act to render it unnecessary to make and subscribe certain Declarations as a Qualification for Offices and Employments; to indemnify such Persons as have omitted to qualify themselves for Office and Employment; and for other purposes relating thereto.

[18th May, 1866.]

Preamble reciting 2 G. 4, c. 17; 1 & 2 Vict. c. 5; 1 & 2 Vict. c. 15; 8 & 9 Vict. c. 52; and that it is expedient that it should be necessary to make and subscribe any declaration prescribed by any of the said Acts: Be it enacted, etc.

1. *Obligation to make declarations, prescribed by the recited Acts abolished.* [It shall not be obligatory for any person who shall hereafter be placed, elected, or chosen in or to the office of mayor, alderman, recorder, bailiff, town clerk, or common councilman, or in or to any office or magistracy, or place, trust, or employment relating to the government of any city, corporation, borough, or cinque port, within England and Wales, or the town of Berwick-upon-Tweed, either before or upon or after his admission into any of the aforesaid offices or trusts, or for any person who shall hereafter be admitted into any office or employment, or who shall accept from her Majesty, her heirs and successors, any patent, grant, or commission, either before or upon or after his admission to any office, employment, or place of trust, or his acceptance of any patent, grant, or commission, to make and subscribe any declaration prescribed by any of the said Acts.

2. *Indemnity for persons who have not made declarations required by the recited Acts.* [Every person who at or before the passing of this Act hath omitted to make and subscribe any assurance or declaration prescribed by the said Acts or any of them, or otherwise to qualify himself within such time and in such manner as in and by the said Acts or any of them is required, shall be and is hereby indemnified, freed, and discharged from and against all penalties, forfeitures, incapacities, and disabilities incurred or to be incurred for or by reason of any omission of making or subscribing any assurance or declaration required by the said Acts or any of them according to the same Acts or any of them, or any other Act or Acts, and every such person is and shall be fully and actually recapitulated and restored to the same state and condition as he was in before such neglect or omission, and shall be deemed and adjudged to have duly qualified himself according to the same Acts and every of them, and all elections of and acts done or to be done by any such person, or by authority derived from him, are and shall be of the same force and validity as the same or any of them would have been if such person had duly made and subscribed such assurance and declaration according to the directions of the said Acts or any of them.

## CAP. XXIII.

An Act to alter certain Duties of Customs in the Isle of Man, and for other Purposes.

[18th May, 1866.]

## CAP. XXIV.

An Act to confirm certain Provisional Orders under "The Local Government Act, 1858," relating to the Districts of Winchester, Burton-upon-Trent, Longton, Accrington, Preston, Bangor, Elland, Halstead, Wadsworth, Canterbury, Dartmouth, Dunkinfield, Stroud, and Bridlington, and for other Purposes relative to certain Districts under the said Acts.

[18th May, 1866.]

## CAP. XXV.

An Act to consolidate and amend the several Laws regulating the Preparation, Issue, and Payment of Exchequer Bills and Bonds.

[18th May, 1866.]

## CAP. XXVI.

An Act to secure the Repayment of Public Moneys

advanced for the Drainage and Improvement of Lands and other like Objects in Ireland.

[18th May, 1866.]

Preamble recites 5 & 6 Vict. c. 89; 10 & 11 Vict. c. 32; 26 & 27 Vict. c. 88; 27 & 28 Vict. c. 72; 28 & 29 Vict. c. 52; 28 & 29 Vict. c. 88.

1. *All public moneys advanced to be charged and chargeable as if 28 & 29 Vict. c. 88 had not been passed.* [That in all cases where public moneys have been or may hereafter be advanced under and by virtue of the provisions of the said Acts, or any of them, or by virtue of any Act which may be hereafter passed for the like purpose, the said moneys so advanced shall be charged and chargeable on all lands and estates, and interest in lands, and on all persons and bodies whatsoever, in the same manner and in the same priority, and shall be recoverable by the same means in all respects as if the said "Record of Title Act (Ireland), 1865," had not been passed.

2. *Orders made and directed to be registered shall be registered though such order may effect lands recorded under 28 & 29 Vict. c. 88.* [Every order made or to be made by the commissioners of public works in Ireland, and by any of the said Acts directed to be registered in the registry of deeds office in Ireland, shall be registered in the said office, although such order affect or purport to affect lands in Ireland the title of which may be recorded under the said "Record of Title Act;" and every such order shall be also registered in the record of title office as against any lands recorded therein, and affected or purporting to be affected by such order.

3. *Section 62 of 21 & 22 Vict. c. 72, to apply to all charges, &c.* [The sixty-second section of the said Act to facilitate the sale and transfer of land in Ireland shall apply to and include all charges made or to be made by virtue of any Act authorising the advance of public money upon the security of lands in Ireland.

## CAP. XXVII.

An Act to amend The Dockyard Extensions Act, 1865.

[18th May, 1866.]

## CAP. XXVIII.

An Act to enable the Public Works Loan Commissioners to make Advances towards the Erection of Dwellings for the Labouring Classes.

[16th May, 1866.]

1. Short title—This Act may be cited as "The Labouring Classes Dwelling Houses Act, 1866."

2. This Act incorporated with 14 & 15 Vict. c. 34.

3. Application of 24 & 25 Vict. c. 80, to this Act.

4. *Authorities and persons to whom loans may be made.* [For the purpose hereinafter mentioned, the Public Works Loan Commissioners, as defined by the said Act of the 24 & 25 Vict., may, out of the funds for the time being at their disposal, from time to time advance on loan to any such local or other authority as hereinafter mentioned, namely, Any council, board, or commissioners authorized to carry into execution "The Labouring Classes Lodging Houses Act, 1861;"

Any local or other authority invested with powers of town or local government and rating under any public general or any local Act, by whatever name such local or other authority may be called;

Any local authority acting under the "Nuisances Removal Act, 1856," 18 & 19 Vict. c. 121, or any Act or Acts amending the same;

or to any such body or proprietor as hereinafter mentioned, namely,

Any railway company, or dock or harbour company, or any other company, society, or association established for the purposes of this Act for trading or manufacturing purposes;

Any private person entitled to any land for an estate in fee simple, or for any term of years absolute, whereof not less than fifty years shall for the time being remain unexpired;

And any such local or other authority, or any such body or proprietor, may from time to time borrow from the Public Works Loan Commissioners such money as may be required

or the purposes of this Act, subject and according to the following provisions:—

1. Such advance on loan shall be made for the purpose of assisting in the purchase of land and buildings, or in the erection, alteration, and adaptation of buildings to be used as dwellings for the labouring classes, and in providing all conveniences which may be deemed proper in connection with such dwellings:
2. Any such advance may be made whether the local or other authority or body or proprietor receiving the same has or has not power to borrow on mortgage or otherwise, independently of this Act; but nothing in this Act contained shall repeal or alter any regulation, statutory or otherwise, whereby any company may be restricted from borrowing until a definite portion of capital is subscribed for, taken, or paid up:
3. No sum shall be advanced without the approval of the Commissioners of her Majesty's Treasury of the borrowing thereof, signified by some writing under the hand of one of their secretaries or assistant-secretaries:
4. It shall be lawful for the said Commissioners of her Majesty's Treasury to make such rules and regulations as they shall from time to time think proper with respect to applications for advances under this Act, and the terms and conditions upon which such advances are to be made, and to issue such instructions and forms as they may think proper for the guidance of and observance by persons applying for or receiving loans, or executing works, or rendering accounts of monies expended under this Act; or regarding the class of dwellings towards the providing of which such loans may be made, and the adaptation thereof to the purposes intended, and as to the mode of providing for their maintenance, repair, and insurance:
5. The period for the repayment of the sums advanced shall not exceed forty years:
6. The repayment of the money advanced, with interest thereon at such rate as shall be agreed upon, but not at a less rate than four pounds per centum per annum, shall be secured as follows; namely, in the case of an advance to any such local or other authority as aforesaid, either by a mortgage solely of the rates leviable by such authority, or by such other mortgage as hereinafter mentioned, or by both; and in any other case by a mortgage of the estate or interest of any such local or other authority, or of any such body or proprietor as aforesaid, in the land or dwellings for the purposes of which the advance is made; and in the case of an advance to a company any part of whose capital remains uncalled up or unpaid, by a mortgage also of all capital so remaining uncalled up or unpaid; and any such mortgage as aforesaid may be taken either alone or together with any other security which may be agreed upon; but it shall not be incumbent on the Public Works Loan Commissioners to require any other security:
7. No money shall be advanced on mortgage of any land or dwellings solely, unless the estate therein proposed to be mortgaged shall be either an estate in fee simple or an estate for a term of years absolutely, whereof not less than fifty years shall be unexpired at the date of the advance:
8. The money advanced on the security of a mortgage of any land or dwellings solely shall not exceed one moiety of the value, to be ascertained to the satisfaction of the Public Works Loan Commissioners, of the estate or interest in such land or dwellings proposed to be mortgaged; but advances may be made by instalments from time to time as the building of the dwellings on the land mortgaged progresses, so that the total advance do not at any time exceed the amount aforesaid; and a mortgage may be accordingly made to secure such advances so to be made from time to time:
9. For the purposes of this Act every such local or other authority or body as aforesaid is hereby authorised to purchase, take, and hold land, and if not already a body corporate shall, for the purpose of holding such land under this Act, and of suing and being sued in respect thereof, be nevertheless deemed a body corporate with perpetual succession.

5. *Incorporation of 8 & 9 Vict. cc. 18 & 19 with this Act.* The Lands Clauses Consolidation Act, 1845, and the Lands Clauses Consolidation (Scotland) Act, 1845, and any Act amending the same, except the clauses in the said Acts respectively with respect to the purchase and taking of lands otherwise than by agreement, shall be incorporated with this Act, and for the purposes of those Acts this Act shall be deemed the special Act; and any such local or other authority or body or proprietor as aforesaid exercising the powers of this Act shall be deemed the promoters of the undertaking.

6. *Incorporation of 10 & 11 Vict. c. 16 with this Act.* The clauses of the Commissioners Clauses Act, 1847, with respect to the mortgages to be executed by the commissioners, except so far as the same may be inconsistent with the provisions of the said 24 & 25 Vict. c. 80, or of any of the Acts therein recited, shall be incorporated with this Act; and in the construction of this Act and of the said incorporated clauses this Act shall be deemed the special Act; and the local or other authority, or the body or proprietor to whom the loan is made, shall be deemed to be the commissioners; but the said incorporated clauses shall not, so far as they prescribe the manner of executing mortgages, or so far as they require a register to be kept of mortgages, or transfers of mortgages, apply to any mortgage made under this Act by any proprietor being a private person; and all mortgages executed by any proprietor being a private person shall be executed in the usual manner.

7. *Special powers of mortgages.* Every mortgage under this Act shall confer on the mortgagee thereunder for the time being all the rights, powers, and privileges conferred on mortgagees by Part II. of the Act of 23 & 24 Vict. c. 145, intitled "An Act to give to Trustees, Mortgagees, and others certain Powers now commonly inserted in Settlements, Mortgages, and Wills;" and any such mortgage may confer on the mortgagee such further powers of sale and other powers, and may also contain all such covenants and provisions as may be agreed upon; and nothing contained in this Act, or in any clauses incorporated in the "Labouring Classes Lodging Houses Act, 1851," or in this Act, shall be deemed to limit or prevent the enforcement of any rights or remedies which, at law or in equity or by statute, may be otherwise incidental to any such mortgage, either under the Acts relating to the public works loan commissioners, or otherwise.

8. *Powers to companies.* Any railway company, or dock or harbour company, or any other company, society, or association, established for trading or manufacturing purposes in the course of whose business or in the discharge of whose duties persons of the labouring class are employed, may and are hereby (notwithstanding any Act of Parliament, or charter, or any rule of law or equity to the contrary), authorised at any time or from time to time to erect, either on their own land or on any other land (which they are hereby authorised to purchase and hold for the purpose, and to pay for out of any funds at their disposal), dwellings for the accommodation of all or any of the persons of the labouring class employed by them, and shall have all the like powers of borrowing and other powers which are hereinbefore conferred on any such body or proprietor as hereinbefore mentioned.

9. *Rules to be laid before Parliament.* All rules and regulations made by the Lords Commissioners of the Treasury under the provisions of this Act shall be laid before Parliament.

10. *Extent of Act.* This Act shall not extend to Ireland.

#### CAP. XXIX.

An Act to authorise the Inclosure of certain Lands in pursuance of a Report of the Inclosure Commissioners for England and Wales. [18th May, 1866.]

#### CAP. XXX.

An Act to amend The Harbours and Passing Tolls, &c., Act, 1861. [18th May, 1866.]

#### CAP. XXXI.

An Act to provide for Superannuation Allowances to Officers of Vestries and other Boards within the Area of the Metropolis Local Management Act. [18th May, 1866.]

## COURTS.

## VICE-CHANCELLOR STUART'S CHAMBERS.

(Before Mr. PEAKE, Chief Clerk.)

Sept. 7.—*Re Contract Corporation (Limited)*.—In this case Mr. Peake signed about twenty-five cheques for payments, in the aggregate amounting to £1,500, for the purpose of carrying on works incident to contracts in hand.

*Re Breech-Loading Armoury Company (Limited)*.—The sale of unfinished arms, manufactured for the Italian Government, was in this case authorised.

Solicitors, *Harper & Brandon; Vining.*

*Re Phym River Slate and Slab Company (Limited)*.—In this case the Chief Clerk, upon affidavits showing its expediency, sanctioned the sale of the leases of two quarries, being worked by the company, together with the machinery and plant; and also some stock on hand.

Solicitors, *Alfred Watson; Pawle & Co.*

*Re Argood Colliery Company (Limited)*.—It appeared that a sum of £1,750 was likely to come to the hands of the liquidator; and it was asked that the security of a guarantee society might be taken.

The CHIEF CLERK refused to accept any but personal sureties, as in the case of receivers, and said that although he did not wish to say anything against particular companies, he had seen enough of them generally, in winding-up matters, to make him afraid of them. Indeed, the business of the present vacation had been such that its record would be handed down to posterity, as a memorable epoch in the history of chancery vacation business.

*Blakeley & Bewick*, for the liquidator.

Sept. 11.—*Re Warder (Infants)*.—An application, not upon summons or notice, was made to the Chief Clerk to sanction an appeal to the Crown to waive its rights, to permit the son to be sent to school in Germany, to be under the supervision of the gentleman who was engaged to the eldest daughter, and to know what should be done in the case of the children who were out of the jurisdiction.

Mr. PEAKE said all he could do was to sanction the presentation of a memorial to the Crown by the guardian, and, if anything further were required to be done, a summons must be taken out in the usual way.

*Palmer, Nettleship & Co.* for the guardian.

*Re Arthur's Estate*.—This was a summons in a suit to administer the estate of John Arthur, for the appointment of a receiver. It appeared that the wife had received £300 from an insurance office upon an insurance effected on the life of her husband. It was alleged that she had not applied this money to the payment of her husband's debts, but had retained the greater portion for her own use.

The applicant's debt was £300 for money lent. It was proposed that Mr. A. J. Crow, Auctioneer, of Sunderland, should be allowed to sell the crops and stock of a farm called Silkworth Moor Farm, Durham, and that Mr. Michael Blenkinsop, a butcher of Newcastle-on-Tyne, should be appointed receiver of the proceeds for the benefit of creditors; and also to get in the outstanding personal estate of the deceased with as little delay as possible. Mr. Blenkinsop, it appeared, was willing to act without salary, and to give security. An affidavit of Mr. John Gibson Youll, a solicitor of Newcastle, was read, verifying the statements of the applicant, and stating that upon his seeing the widow on the subject of the debt, she stated that if by proceedings in the Court of Chancery or in any other way she could cause the estate to be wasted and the debt not paid she would do so.

The CHIEF CLERK sanctioned the appointment of Mr. Blenkinsop as receiver.

*Pattison & Wigg* for applicant.

*New Wealdon Iron Company (Limited) v. McClure*.—The defendant in this case took out a summons, under the 69th section of the Companies Act, 1862 (25 & 26 Vict. c. 89), that the plaintiffs might be ordered to give security for costs, and that, until that was done, proceedings in the suit should be stayed. It was alleged that the company was utterly insolvent, that a meeting had been held at the offices of Messrs. Sale, Worthington, & Co., Solicitors, of Manchester, and that it had been resolved to wind up the company and appoint a provisional liquidator. The applicant's claim was stated to be £9,000, and it was urged that if he

succeeded in the suit he would not be able to get his costs from the company.

On the part of the company an affidavit of the chairman was read stating that the assets of the company were worth £20,000, which sum was ample to meet all its debts and liabilities, and leave a surplus. It was also contended that the company were not liable to the applicant, and that he had mistaken his debtor.

The CHIEF CLERK said he was not satisfied that a case had been made of the nature contemplated by the 69th section. He was not sure that the company could not pay the costs of the action, and should, therefore, make no order. The costs of the company to be costs in the cause.

*Fox & Co.* for company; *Reed & Phelps* for defendant.

*Re Bradley (Infants)*.—In this case the Chief Clerk was informed that the lads had refused to return to their guardian, and he communicated that fact to Vice-Chancellor Stuart. The boys, happening to be present, they were called before his Honour, who ordered them to return to their guardian at once, and threatened to commit the mother, the solicitor, or a Mr. Fox, who had been interfering in the matter, if they did not see that the order of the Court was obeyed. The Vice-Chancellor, however, decided that they should not return to Jersey to school, but should be sent somewhere within the jurisdiction.

*Dync & Harvey* for guardian; *W. W. Eden* for mother of the infants.

*Attorney-General v. Harring*.—This is a suit for the purpose of abating an alleged nuisance in the town of Stockton, and two months' time to answer was asked.

It was stated on the part of the informant, that he was in a position to move for an injunction in consequence of a fresh nuisance having been created; that one of the houses had been re-let and the cesspool was in a filthy condition, and that the defendant was doing everything in his power to harass the informant. The application for time was therefore resisted.

The CHIEF CLERK gave till the 1st of October.

*Perkins & Son* for informant;*Williamson, Hill, & Co.* for defendant.

*Re Argood Colliery Company (Limited)*.—In this case, Mr. Rogers, the liquidator, had failed to procure two sureties to the amount of £3,000, and it was asked that that sum might be reduced.

The CHIEF CLERK refused to accede to any reduction, but said he would relax the rule so far as to take four sureties instead of two, and so reduce the individual liability. The matter might stand adjourned for a week.

*Blakeley & Bewick* for liquidator.

Sept. 12.—*Re Sablonniere Hotel Company (Limited)*.—This was an application for leave to issue a summons returnable the following day, under the 51st section of the General Orders, to restrain a judgment creditor from issuing execution against the company, which is being wound up, the creditor threatening to put his execution in force on the morrow. Leave granted.

*Morris & Sons* for applicant.

*Re Continental Gas and Water Company (Limited)*.—This matter again stood over to answer affidavits, and to see if any arrangement could be made with the petitioning creditor.

Solicitors, *Woolf; Edwards & Co.*

*Re Marlborough Club Company (Limited)*.—This was an application for the appointment of a provisional liquidator, but it was stated that some arrangements were in process of being carried out, and a fortnight's time was asked. Adjourned till September 27th.

*Few & Co.* for applicant.

*Re Humber Iron Works Company (Limited)*.—In this case the official liquidator applied to Mr. Peake to sign cheques for wages and goods, applied to the company for carrying on works, to the amount of £1,673 19s. No bills of parcels as to the goods were produced.

The CHIEF CLERK refused to sign for more than the wages, and directed a telegram to be sent to Hull for the bills of parcels to be forwarded.

*Re Birmingham Banking Company (Limited)*.—In this case Mr. Peake sanctioned the carrying out of contracts, entered into before the winding-up order, for sales of two estates situate at West Bromwich and Tipton.

*Dale & Stretton* for liquidator.



*Bellew v. Bellew.*—In this case application was made to take out a summons for payment to a claimant who had been mainly instrumental, as it was stated, in upsetting the will, of a portion of an admitted balance due to her. There appearing, however, to have been dilatoriness in the proceedings,

The CHIEF CLERK refused the application.

*Re General Estates Company (Limited).*—This case came on by way of adjournment for the company to answer the case of the petitioner, who applied to have an *interim* provisional liquidator appointed.

The CHIEF CLERK, after hearing the parties and the affidavits, made no order, but took an undertaking from the National Bank (where a call is made payable) that they will not claim a lien upon it, or any other moneys coming to them. The tenants of the company to be at liberty to pay their rents to the National Bank on account of the Estates Company, and to have notice of the arrangement now made.

Costs reserved, to abide the result of petition.

*Treherne & Wolferstan* for petitioner and contributories; *Edwards & Sewell* for Estates Company; *Tatham & Co.* for National Bank; *Redpath* for a shareholder.

Sept. 13.—*Negretti v. Protheroe.*—In this case there were six summonses for time to answer. It was stated that the suit was a very complicated one, involving disputes between the shareholders and directors of the United Collieries Company, and the United Merthyr Collieries Company.

Two months' time in each case allowed.

Solicitors, *Tucker; Few & Co.; Thrupp & Dixon*, and others.

*Johnston v. Barnes's Banking Company.*—This was an application for time to put in a voluntary answer. Time allowed upon production of consent.

*Sharpe & Co.* for plaintiff; *Parker & Co.* for defendant.

*Bruill v. Bird.*—This is a suit praying for an injunction against an alleged infringement of the plaintiff's patent for grinding corn, and a fourth application for time was now made, asking till the 31st of October. The date of the last order was the 31st of August, giving fourteen days.

It was opposed, on the part of the plaintiff, on the ground that the defendant was only seeking to defer putting in his answer till the result of an action, now pending at Westminster, was known. It was stated that there was a combination of millers all over the country, of which the defendant was one, with the object of depriving the plaintiff of the fruits of his patent.

To this it was replied that the plaintiff had known of the alleged infringement for ten years without stirring in the matter, and that counsel had advised that the draft answer required much consideration, but that he would not return to town till the close of the vacation.

The CHIEF CLERK.—I shall give you till the 26th of October, and I shall make a special memorandum that you will be liable to contempt if you do not get in your answer by that day. Costs, 6s. 8d., and 2s. for affidavit to be paid by defendant.

*Harrison & Beal* for plaintiff; *Wynne* for defendant.

*Re Warder (Infants).*—An application was made in this case on summons to know what should be done with regard to placing the boy at school, and suggesting that he should be sent to Germany, where his two elder sisters were, and that the latter might be suffered to remain. It was also proposed that the daughter who was in France at school should not be removed.

The CHIEF CLERK said the Vice-Chancellor had better be consulted upon the matter.

*Re Bradley (Infants).*—Mr. W. W. Eden, solicitor, upon whom an order had been made (together with the mother and Mr. Fox) for the delivery up of the children to the guardian, sought to have the order discharged as against him, on the ground that he had no power over the infants.

For the guardian it was said that the order could be served on Mr. Eden and the others, and if it were not complied with by one of them, there would be a proceeding to commit.

The Clerk of Mr. Eden said the Vice-Chancellor had shown a good deal of feeling in the matter.

Mr. PEAKE said he considered that a very indecent observation to be made to him, and hoped it would not be repeated, because the Vice-Chancellor would have no feeling, except a desire to do what was right.

*Dyne & Harvey* for the guardian; *W. W. Eden* for mother of the infants.

Sept. 14.—*Dendy v. Carey.*—This case involves accounts of an extensive nature between a solicitor and steward and the owner of estates at Torquay. Application was now made for a month's time to file corroborative affidavits.

Time given till October 15th, and to the 21st of November to reply.

It was stated in this case that there was always time to file affidavits till the certificate was signed, but Mr. Peake said that was not the practice in his branch, and he wished that to be understood.

Solicitors, *R. & W. B. Smith; Field & Co.*

*Re Overend, Gurney, & Co. (Limited).*—There were three summonses in this case, two on behalf of Mr. Frederick Dundas to have his name expunged from the list of contributories, but these stood over, on the application of Mr. Lewis, till the 1st of November.

There was another on behalf of Mr. Peek, who was a contributory, and also a depositor to the extent of £26,000. He asked that the liquidators might not make any call upon him until all the other shareholders had paid as much per share as he had done, taking his deposit of £26,000 into account.

The CHIEF CLERK said that was asking him to overrule the decision of the Lord Chancellor and the Lords Justices. (*Re Overend, Gurney, & Co.; Ex parte Grissell*, 10 Sol. Jour. 983; 14 W. R. 1015.)

Mr. Lewis said it was intended to appeal against that decision to the House of Lords.

The CHIEF CLERK said so long as it remained unappealed it was binding upon him. It was clear that the object of the summons was to get rid of the call payable to-morrow (Saturday). He should not, however, interfere with the liquidators in any way, and he should state his opinion to be that Mr. Peek's summons entirely failed; but it would stand adjourned till the 1st of November, like the other summonses, and when the call was sought to be enforced Mr. Lewis might come before him, upon a summons taken out for that purpose, to show cause why it should not be paid.

*Young & Co.* for liquidators; *Lewis & Lewis* for contributories; *Maynard & Co.* and *Ashurst & Co.* for creditors.

#### COURT OF BANKRUPTCY.

(Before Mr. Commissioner GOULBURN).

Sept. 12.—*In re Taberner. Adjudication.*—A judgment debtor summons had been taken out under the 76th section of the Bankruptcy Act, 1861, against James Load Taberner, described as a contractor, of Leatherhead, Surrey, and elsewhere. The officer in charge of the summons not having been able to serve it, by reason of concealment on the part of the debtor, who, it was stated, never came out of his house except on Sundays, an order was made by Mr. Commissioner Winslow authorizing what is called substituted service, and the summons was returnable for to-day, but the defendant did not appear.

Mr. Tayler appeared for the creditor, and asked that adjudication of bankruptcy should be made against the debtor, as provided by the 80th section of the Act of 1861 in the case of non-appearance to a summons.

His HONOUR said the only question was whether it could be shown that the defendant had, in the language of the section, "any lawful impediment" which could be allowed by the court under that section.

Mr. Chidley, who appeared for Mr. Taberner, stated that he had been prevented from attending by a threat on the part of the creditor that he should be arrested, whether rightly or wrongly. Besides, the defendant had executed a deed of arrangement, which had been signed by creditors, for £7,000, and would be duly registered within the twenty-eight days.

His HONOUR held that that was not a sufficient excuse for the non-appearance of the debtor, and adjudicated him bankrupt under the 80th section.

#### ADMIRALTY COURT.

*Seizure of alleged Confederate Ships.*—An application was made to Dr. Lushington, the Judge of the Admiralty Court, last week, sitting in chambers, by Mr. Milward, Q.C. (with whom was Mr. Butt), for the release of seven vessels at Liverpool and Birkenhead which had been seized on the part of the United States of America as the property of that

Government, having been, as it was alleged, used by the Confederates in the late war.

Mr. *Vernon Lushington* appeared as counsel for the United States.

The vessels were in the custody of the marshal of the court, having been seized under a warrant, and were stated to be worth about £150,000, and claimed by a merchant named *Prisleau* as his property. The application was in each case on the part of Mr. *Prisleau* to move that the vessels should be released without bail, and that the United States, as plaintiffs, be condemned in the costs occasioned by the arrests, on the ground that the affidavit on which the warrant was issued was defective and insufficient; that the plaintiffs had not filed a petition; and, further, that the plaintiffs should file a petition in respect of the suit.

On the part of the defendant *Prisleau*, the serious matter of the detention of the vessels was represented to his Lordship, and it was asked that they might be released.

Mr. *Vernon Lushington* considered the application was of an unusual character. The cases should proceed in the usual course to hearing.

His Lordship said he should require a written order or authority from Mr. *Adams* or the Consul-General before the case was allowed to proceed. If the case went on, the Court would require an appearance to be entered to enable the Court to give costs and damages if necessary.

An order was drawn up in the registry to the effect that, counsel having been heard, the judge had directed an order to be made on the minister or Consul-General to file a written authority for the prosecution of the causes, and allowed further time.

His Lordship intimated that if it was necessary he would hear the cases during the long vacation.

Order accordingly.

## GENERAL CORRESPONDENCE.

### POWERS OF APPOINTMENT.

Sir,—I beg leave to answer the questions put by your correspondent "X. Y. Z." as to powers of appointment. The course is, I think, a very simple one. As I understand your correspondent, the power in question is to divide £1,000 between A., B., and C. It is assumed by me that it does not give any discretion to divide it between two of the powers to the exclusion of the third. This being so, the appointment of £900 to A. and £100 to B., as stated by the inquirer, is an invalid exercise of the power. What doubt can there be as to this? It seems to me, but expressing my opinion deferentially, that there can be none. The objects of the gift are the three persons indicated as A., B., and C., and the only description given is as to the amount of the shares. Suppose a testator or a settlor to have three sons or three daughters, and he is desirous of distributing a given fund according to their wants and necessities in *future*. To accomplish this he invests a trustee or a friend with a discretion to act in his absence or after his decease as the circumstances require.

Then, sir, as to the remedies upon an invalid exercise of the power. It seems to me that if the appointment be invalid the fund is still distributable among the donees. The fact that A. and B. may have been paid their shares to the exclusion of C., is not, I think, material. In the case put by your correspondent, the father is the appointor, and the children the appointees. One would be very slow to suggest litigation in such a case, and the proper course would be to execute a fresh appointment. To this there can be no objection; if it be clear that the present appointment is an invalid one. It must not be overlooked that C. might be cut off with a shilling—at least so I apprehend. This being so the effect of the objection is rather the destruction of the present appointment than the creation of an adequate remedy. In a moral aspect the parent should of course look to the real objects of the discretion with which he is invested, and carry them out fairly and equitably. A bill might, if necessary, be filed to invalidate the present appointment, but the Court would, as I apprehend, be somewhat averse to such a course. It would be presumed that the father was acting for the best, and a sort of rough justice would probably be administered. However, the simple question is—Is the appointment valid or not? An injunction would also, as I apprehend, be awarded if necessary to protect the fund *pendente lite*. These hints will, as I hope,

meet the difficulties of your correspondent, and I shall be happy if I do so. My apology is, I think, called for as to some of my hints.

J. CULVERHOUSE.

[Our correspondent is right in supposing that C. might be cut off with a shilling. Such an appointment would be illusory, but, since 1 Will. 4, c. 46, that circumstance would not invalidate the exercise of the power. See *Aleyn v. Belchier*, 1 W. & T. L. C., 2nd ed., p. 304.—Ed. S. J.]

Sir,—In answer to "X. Y. Z."—(1) As a power to appoint among A., B., and C., does not admit of an exclusive appointment (i.e., an appointment excluding one or more of the objects of the power), the exclusion of C. is ineffectual. The appointment of £900 to A. is a good appointment, for the appointor leaves £100 to be appointed between B. and C., and the doctrine of illusory appointments being abolished, it is a sufficient sum for that purpose. If the appointor makes a second appointment of the remaining £100 to B., excluding C., the latter appointment only is void—that of £900 to A. being still valid. A failure of appointment as to the £100 thus taking place, A., B., and C. will share the £100 between them equally, unless there is a hotchpot clause, in which case A. will not be allowed to share in the unappointed £100 unless he brings in his appointed £900 into hotchpot: *Wilson v. Piggott*, 2 Ves. jun. 351.

(2) The difference between a trust for the payment of debts out of real estate, and a mere charge of them on that estate is very important. When a trust is created, the conscience of the trustee is affected; the creditor is put under his care, and it becomes the special duty of the trustee to look after him, and it has been accordingly held that, independently of 3 & 4 Will. 4, c. 27, s. 25, no lapse of time can bar the right of a creditor where a trust has been created: *Hughes v. Wynne*, T. R. 307; whereas, in the case of a charge, time will run against the creditors, and they must look after themselves. There is a second difference between them: that, in the administration of assets, lands devised subject to a trust for the payment of debts are applied to their payment before lands merely charged with their payment: *Harwood v. Oglander*, 8 Ves. 106. A.B.

### MORTGAGEES—PARTIES TO LEASE.

Sir,—A., B., C., and D. are separate mortgagees of freehold and leasehold property. The mortgagor subsequently mortgages his equity of redemption to E. It is required to grant a lease of the mortgaged property to F. Who are the necessary parties to such lease? SOLICITOR.

Sir,—Will any of your numerous readers furnish me with a solution to the following queries:—

1. A., B., C., and D., by a joint bond bind themselves to D. for a sum of £1,000, advanced by E. to D.; A. becomes insolvent. What are the rights of E. against his debtors, and the rights of the debtors between themselves—1, at law; 2, in equity?

2. Is it necessary that a deed should be signed as well as sealed and delivered. H. S.

Sir,—In answer to an "Articled Clerk," I think that there is nothing whatever to prevent a trustee once disclaiming taking on himself the trust. By 23 & 24 Vict. c. 145, s. 26, on a trustee refusing to act, the person to whom a power of nominating a new trustee is given in the will or deed, may appoint a new trustee; if there be none such, then the surviving trustee, if any, or his executor or administrator. Here, therefore, the renouncing trustee cannot claim as a right to take on himself the trust again; but it is submitted that there is no personal disqualification arising merely from his having renounced the trust, such as would prevent him from accepting the trust again if he should be re-appointed.

ALPHA.

Sir,—In answer to X. Y. Z.'s query respecting the validity of appointing £900 to A., and £100 to B., and not anything to C., when the £1,000 was given to A., B., and C. in such shares as their father should appoint, and in default of them equally, it is certainly not a good appointment because the donee of a power must exercise it *bona fide*, otherwise it is a fraud on the power. But the same object may be obtained by the father appointing merely a nominal share to C., and substantial shares to A. and B.—1 Will. 4, c. 46; 1 *Hughes' Practical Sales Real Property*, 390, 392, 2nd ed.

With respect to the 2nd query, I presume there is now no difference since the passing of 22 & 23 Vict. c. 35. See *Salvin v. Heap*, 4 Sol. Jour. 177. F. B.

## APPOINTMENTS.

Mr. A. S. HILL, of the Oxford Circuit, has been appointed Recorder of Banbury, in the place of Serjeant Manning, deceased.

Mr. T. H. NAYLOR, of the Norfolk Circuit, has been appointed Recorder of Sudbury, also in the place of Serjeant Manning, deceased.

Mr. PRICE, Q.C., has been appointed Recorder of York in the place of Mr. Hindmarch, Q.C., deceased.

The Lord Chief Justice of the Court of Common Pleas has appointed THOMAS HENRY CHUBB, of Malmesbury, in the county of Wills, Gent., to be one of the perpetual Commissioners for taking the acknowledgments of deeds to be executed by married women.

Mr. WILLIAM TRIMMER, of Alton, Hants, has been appointed a Commissioner to administer oaths in the High Court of Chancery; also in the Courts of Queen's Bench, Common Pleas, and Exchequer.

In addition to the announcements already made by us, Mr. F. FREDERICK BRADY, of the Inner Temple (called April, 1847) has been appointed a Revising Barrister for Montgomeryshire and Merionethshire.

The Lord Chancellor has appointed Mr. WILLIAM CARMALE SCOTT, called in 1848, Judge of County Courts (Circuit 53), in the place of Mr. James Francillon, deceased.

Mr. WILLIAM WEDDON, Solicitor, has been appointed to the Borough Coronership of Reading.

## IRELAND.

The delay in filling the office of Master of the Rolls makes it not unsuitable briefly to review the considerations which should, and no doubt will, have weight with the Government in naming a lawyer to fill that high post. No one will controvert the proposition that the public have the deepest interest in the administration of justice, whether as individual suitors or as forming the constituent portions of a great community, and while there are offices of profit and distinction (nearly sinecures) to which Parliamentary and other influences may promote men without giving rise to any serious question, for the Mastership of the Rolls the successful aspirant appointed must be an eminent practising barrister—vigorous in intellect, earnest in purpose, of unwearied industry, and capable of forming a sound judgment without either the precipitancy of the gifted Sir John Leach, or the timid distrust that often detracted from the profound learning of Lord Eldon. Opposite and very high qualifications are required to be possessed by the judge. He has the disposal of large sums of money, the right to which, and the proportions in which they are to be allocated to numerous parties, involve questions often of a most difficult and subtle nature, and there are details to be gone through and documents to be read which, even with the diminishing business of the Court, leave little leisure to be enjoyed from arduous and engrossing labours. Success may not always be the test of the most sterling ability, and barristers may be known in private professional circles for a profound knowledge of their profession, which, however, they have not had the good fortune to dispose of in the best market; but for a judicial post the name of the party ought to be one widespread as to reputation and standing.—*Saunders' News Letter.*

## COLONIAL TRIBUNALS &amp; JURISPRUDENCE.

## SOUTH AUSTRALIA.

MR. JUSTICE BOOTHY.

In the South Australian House of Assembly, on the 22nd of June, the Hon. H. A. Blyth, chief secretary of the colony, moved—

"1. That an humble address be presented to our sovereign lady the Queen, praying that her Majesty may be graciously pleased to remove Mr. Justice Bootby from his office as one of the judges of the Supreme Court of this province, because he persistently refuses to administer laws duly enacted by the parliament of South Australia; declines to give effect to the Imperial statute, known as 'The Validating Act'; is

a accustomed from the bench to impugn the validity of the Local Court of Appeals; refuses to conform his judgments to the decisions of the Supreme Court; obstructs the course of justice by perversity and an habitual disregard of judicial propriety; and has delivered judgments and *dicta* not in accordance with law."

After the chief secretary had stated at length the grounds of his motion, it was carried without a division.

[History repeats itself. These resolutions remind us of those of the House of Commons in the time of Charles II., praying for the dismissal of Chief Justice Kelyng for vilifying Magna Charta.—Ed. S.J.]

## PUBLIC COMPANIES.

## ENGLISH FUNDS AND RAILWAY STOCK.

LAST QUOTATION, Sept. 13, 1866.

[From the Official List of the actual business transacted.]

## GOVERNMENT FUNDS.

3 per Cent. Consols, 89½	Annuities, April, '65
Ditto for Account, Oct. 9 89½	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced, 87½	Ex Bills, £1000, 3 per Ct. 3 pm
New 3 per Cent., 87	Ditto, £500, Do, 3 pm
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, Do 3 pm
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 5 per
Do. 5 per Cent., Jan. '73	Ct. (last half-year) 246
Annuities, Jan. '60	Ditto for Account, —

## INDIAN GOVERNMENT SECURITIES.

India Stock, 10½ p Ct. Apr. '74	Ind. Inf. Pr., 5 p Ct., Jan. '72 100½
Ditto for Account, —	Ditto, 5½ per Cent., May, '73
Ditto 5 per Cent., July, '70 104½	Ditto Debentures, per Cent.,
Ditto for Account, —	April, '64
Ditto 4 per Cent., Oct. '88	Do. Do., 5 per Cent., Aug. '73
Ditto, ditto, Certificates, —	Do. Bonds, 4 per Ct., £1000, — pm
Ditto Enforced Ppr., 4 per Cent. —	Ditto, ditto, under £1000, pm

## RAILWAY STOCK.

Shares.	Railways.	Paid.	Closing Price
Stock	Bristol and Exeter .....	100	89
Stock	Caledonian .....	100	129
Stock	Glasgow and South-Western .....	100	120
Stock	Great Eastern Ordinary Stock .....	100	31
Stock	Do., East Anglian Stock, No. 2 .....	100	6
Stock	Great Northern .....	100	121
Stock	Do., A Stock* .....	100	132
Stock	Great Southern and Western of Ireland .....	100	93
Stock	Great Western—Original .....	100	59½
Stock	Do., West Midland—Oxford .....	100	39
Stock	Do., do., Newport .....	100	36
Stock	Lancashire and Yorkshire .....	100	125½
Stock	London, Brighton, and South Coast .....	100	91
Stock	London, Chatham, and Dover .....	100	21
Stock	London and North-Western .....	100	120½
Stock	London and South-Western .....	100	87
Stock	Manchester, Sheffield, and Lincoln .....	100	59
Stock	Metropolitan .....	100	131
10	Do., New .....	—	2½ pm
Stock	Midland .....	100	123½
Stock	Do., Birmingham and Derby .....	100	94
Stock	North British .....	100	55
Stock	North London .....	100	124
10	Do., 1864 .....	5	7
Stock	North Staffordshire .....	100	73
Stock	Scottish Central .....	100	186
Stock	South Devon .....	100	45
Stock	South-Eastern .....	100	70
Stock	Taff Vale .....	100	145
10	Do., G .....	—	3 pm
Stock	Vale of Neath .....	100	—
Stock	West Cornwall .....	100	55

\* A receives no dividend until 6 per cent. has been paid to B.

## INSURANCE COMPANIES.

No. of shares.	Dividend per annum	Names.	Shares.	Paid.	Price per share.
5000	5 per cent	Clerical, Med. & Gen. Life	£	£ s. d.	£ s. d.
4000	40 p. & 10	County .....	100	10 0 0	25 17 6
40000	8 per cent	Eagle .....	100	10 0 0	85 0 0
10000	7½ s. 8d. p.	Equity and Law .....	50	6 0 0	6 15 0
20000	7½ s. 10d. p.	English & Scot. Law Life	50	3 10 0	4 15 0
2700	5 per cent	Equitable Reversionary .....	165	—	—
4500	5 per cent	Do. New .....	50	0 0 0	45 0 0
5000	5 & 3 p. h. b.	Graham Life .....	20	5 0 0	—
20000	5 per cent	Guardian .....	100	50 0 0	48 0 0
25000	7 per cent	Home & Col. Ass., Limtd. .....	50	5 0 0	2 12 6
7500	8½ per cent	Imperial Life .....	100	10 0 0	20 10 0
50000	10 per cent	Law Fire .....	100	2 10 0	5 0 0
10000	32½ p. ct.	Law Life .....	100	10 0 0	87 13 0
100000	6-7 p. ct.	Law Union .....	10	0 10 0	0 16 6
20000	6 s. p. share	Legal & General Life .....	50	8 0 0	8 0 0
20000	5 per cent	London & Provincial Law .....	50	4 17 8	4 7 6
40000	10 per cent	North Brit. & Mercantile .....	50	6 0 0	16 10 0
2500	12½ & 10 s.	Provident Life .....	100	10 0 0	58 0 0
60000	20 per cent	Royal Exchange .....	Stock	All	250
—	6½ per cent	Sun Fire .....	—	All	203 0 0
4000	—	Do. Life .....	—	All	203 0 0



MONEY MARKET AND CITY INTELLIGENCE.

Thursday night.

The continuance of wet weather has caused uneasiness with regard to that portion of the harvest which has not as yet been gathered in. In the southern, south-western, and home counties operations have been completed, the stacks are already in thatched trim, and the threshing-machine busy inside the barns. But in the midland and northern districts there is still a wide tract of country with the crops in sheaves, and quite as large an area probably that has not yet come under sickle. This uneasiness has not been without its effect on Mark-lane, and, as is well known, there is a strong sympathetic connection between the corn and money markets. The result, therefore, has been to cause the inactivity of the past few weeks to continue. On 'Change there is the same absence of business. But as evidence of a predisposition to revival under anything like favourable circumstances, it may be noted that the slightly improved weather of yesterday and to-day has caused the stock markets to be more buoyant, and Consols have advanced. They remained throughout the day at 89½ to 90 for delivery, and 89½ to 90 for the account. Bank Stock left off at 245 to 247; Reduced and New 3 per Cents., 87 to 88; India Stock, 209 to 211; India 5 per Cents., 104½ to 105; Rupee paper, 100½ to 101½ and 105 to 107; India Bonds, 17 to 22 pm.; and Exchequer Bills, 2s. dis. to 3s. premium.

The weekly Bank of England return shows the following comparative results:—

Public deposits .....	£5,184,758..	Increase ..	£406,271
Other deposits .....	17,308,397..	Decrease ..	153,903
Rest .....	3,998,022..	Increase ..	10,605
On the other side of the account:—			
Government securities .....	£11,711,723..	Increase ..	484,700
Other securities .....	22,481,941..	Decrease ..	743,846
Notes unemployed .....	6,421,120..	Increase ..	543,975

The amount of notes in circulation is £23,472,055, being a decrease of £749,190; and the stock of bullion in both departments is £15,974,777, showing a decrease of £220,435, when compared with the previous return.

Under these circumstances the Bank directors separated to-day without effecting any change in the *minimum* rate of discount.

In Foreign Stocks the chief improvement has been in Turkish Five per Cents. and Spanish Passives.

The Railway Share market has been inactive. There have been a few purchases for investment, but prices are in the main unaltered.

Bank Shares, like most others, have been little dealt in, and scarcely any variation in quotations has occurred.

American Stocks and Shares are now the favourite species of investment, and in these there has been an average amount of business.

Miscellaneous Shares, with the exception of those of the Telegraph Companies, have been almost entirely neglected. The quotations of this evening are:—Anglo-American shares were at one period 17½ to 18 per share, but were last called 17½ to 18 per share. Telegraph Construction shares were 2 to 3 prem. Hudson Bay Shares were negotiated at 17½, 17½ and 17½, being eventually 17½ to 17½, leaving off slightly lower than yesterday; Egyptian Trading Company closed 5½ to 6 dis.; Imperial Mexican Railway remains 5 to 7 per share. Ocean Marine Shares left off 15 to 16 prem.; Thames and Mersey were steady at 4½ to 5½ prem.; and Unversal, 3 to 2 dis., with little or no business. Finance and Credit Shares were steady, without much activity. General Credit was 1½ to 1½ dis.; International Finance, 1½ to 1½ dis.; Credit Foncier, 3½ to 3 dis.; and London Finance, 13 to 12 dis. A fair business was done in Discount Companies' Shares, and at the close of the day prices were firmer. Those of the City left off 1½ to 1 dis.; the Discount Corporation, 14 to 11 dis.; the Consolidated, 9 to 7 dis.; and the National Discount, 8½ to 9½ prem.

Insurance Shares remain steady, and scarcely any transfers have been recorded.

The directors of the Inns of Court Hotel Company have just made the ninth call of £1 per share upon the proprietors, thus making the total capital called up.

At the half-yearly call of Bank Stock proprietors held to-day, a dividend at the rate of 6½ per cent. for the half-year was recommended; and the governor highly eulogized the mode in which the joint-stock banks had passed through the late crisis.

A petition has been presented to Lord Romilly, M.R., to wind-up the British Poultry Producing Company (Limited).

**THE LEGAL DEFINITION OF "WHITE MAN."**—The Supreme Court of Michigan lately had a case before it where a man was indicted for illegal voting, on the ground that he had some taint of black blood in his veins. At the trial the prosecution had introduced, among other witnesses, a medical expert:—"Zina Pitcher testified that he was a physician and surgeon, and had practised as such for the last forty-three years; that he was acquainted with the races, Indian, Negro, Mulatto, &c.; that he had examined the prisoner on trial, and from such examination it was his professional opinion that there was some African

blood in the defendant, but that it was very much diluted, not exceeding 1-16th part; that he should think the prisoner had 1-16th African blood in his veins; that the only clear indication of African blood is a peculiarity in the cartilages of the nose, and this was an infallible indication; that there was nothing about his appearance in other respects, except colour, which indicated the African blood." The judge charged the jury, that if they believed the defendant had 1-16th of negro blood, he was not a white man and not entitled to vote under the constitution of Michigan, and if he did vote, should be convicted. The defendant excepted to this ruling, and the case went before the Supreme Court, where the majority of the judges appear to have sustained the circuit judge. Chief Justice Martin, however, dissented, and took the ground that the preponderance of blood, and not any arbitrary proportion, determined the point whether the man was white or black. The Chief Justice said: "I need hardly refer to the facts of the case at the bar to show the absurdity of any other rule, or of the attempt by judicial action to fix an artificial line of demarcation between white and black. The very necessity of calling in Dr. Pitcher, and having an examination of Dean's nose, to ascertain whether he had black blood in his veins, and thereby determine his right to vote, affords a sufficient commentary upon the rule my brethren have established. If this be the correct rule, we had better have the constitution amended with all speed, so as to authorise the election or appointment of nose-pullers or nose-inspectors to attend the election polls in every township and ward of the state to prevent illegal voting. I hold that a preponderance of blood decides the question of the right to vote under the constitution, and that within the letter and meaning of that instrument Dean was white, and would have been, had he possessed much more African blood than he is shown to have had."

**THE NEW RECORD OFFICE.**—To those who have occasion to visit the Record Office in Fetter-lane, it may not be uninteresting to know how the *locale* happened to derive its title. In the reign of Charles I. it was written Fewtor-lane; and in Howell's "Londinopolis" it is so called. Fewtor signifies an idle person; and many fewtors were in the habit of lying about there, in a way, as we are told, leading to gardens; most probably on the identical site of Lincoln's-inn-fields of the present day. Subsequently "fewtors" were changed into "fators," or, as Howell tells us, "mighty beggars." Later on still the term "fewtor" was corrupted into "fator," signifying a defayer or defaulter; and, eventually, by the rapid pronunciation of common parlance, it assumed its present shape of Fetter-lane. Some have supposed a connection between the spot and criminals, but this is a misapprehension. The one terminus, Fleet-street, it is well known, derives its title from the Fleet, to which it led; and the other, Holborn, is a corruption of Old Bourne, or Old River; bourne, as is well known, being the old English word for river. Hence we have Bourne-mouth, &c. Almost immediately opposite the Holborn terminus is Gray's-inn. No student here need be reminded of the historical associations of Verulam-buildings; but it may not be generally known that the famous "Captain Needham," one of the earliest newspaper writers, was originally an under-clerk in Gray's-inn.

**"THE WHOLESALE EVICTIONS IN THE CITY."**—A paragraph under this title has had a wide-spread publicity given to it. These evictions of the poor have arisen from the pulling down of tenements; and it is curious to note how, in earlier times, there were "wholesale evictions," by law, of the wealthier classes of both sexes from their metropolitan residences. Rushworth, vol. 2, p. 288, tells us that by an information, in the time of Charles I., the Attorney-General informs His Majesty that Elizabeth and James, by several proclamations, had commanded that "persons of livelihood and means should reside in their counties, and not abide or sojourn in the city of London." These proclamations Charles I. renewed, and forty days' notice was given that all ranks not connected with public offices should retire into the country, and "not put themselves to unnecessary charge in providing themselves to return in winter, as it was the King's firm resolution to withstand such great and growing evil." Several were convicted of disobedience of the order, and a Mr. Palmer, a Sussex gentleman, was brought *ore tenus* before the Star Chamber; and although he excused himself on the ground that his house in the country had been burnt down, he was nevertheless fined a sum of £1,000 and severely reprimanded.

**THE METROPOLITAN RAILWAY.**—At Bow-street, on Tuesday last, a gentleman from the office of Messrs. Baxter, Rose, Norton & Co., the solicitors for the Metropolitan District Railway Company, attended the Court with Mr. Hopwood, the secretary of the company, and applied for the certificate of the magistrate that the required amount of capital had been subscribed and paid, with a view to the borrowing powers of the company being put into force.

Mr. Hopwood made the required proof, from which it appeared that the provisions of the Act had been fully and strictly complied with, and his Worship (Mr. Flowers) thereupon granted the necessary certificate. The company are now, therefore, in a position to issue debentures for their borrowed capital.

**THE CRIMINAL COURT OF MOSCOW.**—The sessions of the criminal department of the court of justice of Moscow were opened, for the first time, on the 20th of August.

**THE LICENSING SYSTEM.**—That many abuses exist, and much favoritism is practised in connection with our licensing system, is too well known to need proof; and, as a corrective, it has repeatedly been urged that the trade should be thrown open like that of the baker or the butcher. Of course this panacea for prevalent evils has ever been strongly opposed by those who are, or who think themselves, most deeply interested in maintaining a quasi-monopoly, namely—the large brewers and distillers who are not without Parliamentary influence. But the test of an "open" trade has practically been applied in Liverpool, where the magistrates have for some time been in the habit of granting a license to sell spirits to every respectable man who made application! But what has been the melancholy result? Trustworthy returns show that during the year one in every thirty-three inhabitants—male and female—has been fined for drunkenness! Of course the teetotallers could readily suggest a cure for the disease, but we don't all happen to be teetotallers. Is there no middle course that could be followed? We think there is. Let Parliament pass a law making it an offence, punishable by fine or imprisonment, for a publican to supply a customer with drink when he is intoxicated, and you will soon get rid, at least, of all gross, glaring, and indecent cases of drunkenness. Upon the principle that half a loaf is better than no bread, we make this suggestion to Mr. Lawson and the United Kingdom Alliance. They, as well as the brewers and distillers, have friends who are members of the Legislature.

#### ESTATE EXCHANGE REPORT.

##### AT THE NEW AUCTION MART.

Sept. 5.—By Messrs. Fox & Borsfield.

Freehold residence, known as Springfield, Lewisham, and 20 acres of land—Sold for £14,100.

##### AT THE MASONS' HALL.

Sept. 5.—By Messrs. Lound & Strancom.

Leasehold, 2 residences, Nos. 2 and 3, St. John's-road, Highgate-rise; producing £60 per annum; term, 97 years from 1858, at £21 per annum—Sold for £410.

By Messrs. Bailey, Fay, & Wynn.

Lease, &c., of The Rose and Crown wine and spirit establishment, White Lion-street, Chelsea, and 2 cottages adjoining—Sold for £3,795.

##### AT THE GUILDHALL COFFEEHOUSE.

Sept. 10.—By Mr. Frank Lewis.

Leasehold houses, workshops, and stabling, Nos. 11 and 12, Bleeding Hart-yard, Charles-street, Hatton-garden, estimated annual value £577; term, 33 years unexpired, at £180 per annum—Sold for £1,750.

##### AT THE LONDON TAVERN.

Sept. 10.—By Messrs. Kenyon, Son, & Co.

Copyhold ground-rent of £48 12s. per annum, secured, by lease for 99 years from 1825, on premises in York-road and Edward-street, Westminster-bridge-road; also a ground-rent of £15 8s. per annum, secured, by lease for 99 years from 1825, on premises in Edward-street—Sold for £1,100.

#### BIRTHS, MARRIAGES, AND DEATHS.

##### BIRTHS.

**BEAUMONT**—On Sept. 6, at Great Coggeshall, Essex, the wife of Joseph Beaumont, Esq., Solicitor, of 6, Old Jewry, of a son.

**GALLWEY**—On Sept. 5, at Greenfield, Clonakilly, Cork, the wife of M. H. Gallwey, Esq., H. M.'s Attorney-General for Natal, of a son.

**GATES**—On Sept. 11, at 43, Belgrave-road, the wife of Philip Chasemore Gates, Esq., Barrister-at-Law, of a daughter.

**THOMAS**—On Sept. 3, at The Walton, Brecon, the wife of David William Jones Thomas, Esq., Solicitor, of a son.

##### MARRIAGES.

**BATTYE-BIBBY**—On Sept. 6, at Childwall, Richard Battye, Esq., of the Inner Temple, to Frances, daughter of James J. Bibby, Esq., Standfield.

**DRAKE-BREWSTER**—On Sept. 12, at St. Cuthbert's, Bonfieldside, Henry Drake, Esq., of the Middle Temple, Barrister-at-Law, to Dora, eldest daughter of the late Richard Brewster, Esq., of Whitley.

**HELLARD-HOWARD**—On Sept. 11, at St. Thomas's Church, Portsmouth, Alexander Hellard, Esq., to Catherine, second daughter of John Howard, Esq., Town Clerk of Portsmouth.

**HOLMES-WALKER**—On Sept. 6, at Burslem, Stafford, William Holmes, Esq., Solicitor, Burslem, to Rose, second daughter of Joseph Walker, Esq., of the same town.

##### DEATHS.

**CRAMPTON**—On Sept. 8, in London, Cecil Philip, only son of the late Right Hon. P. C. Crampton, St. Valerie, formerly Judge of the Court of Queen's Bench, Ireland, aged 49.

**D'O'LY**—On Sept. 7, at St. Helier, Jersey, Thomas D'O'ly, Esq., son of the late Thomas D'O'ly, Esq., late of 2, Upper Harley-street, Sergeant-at-Law, aged 45.

**FRANCILLON**—On Sept. 3, at Lausanne, James Francillon, Esq., County Courts Judge.

**THOMPSON**—On Sept. 12, at Rixdon House, Taunton, William Thompson, Esq., late of Bideford, formerly a Solicitor in the Supreme Court at Calcutta, aged 75.

#### LONDON GAZETTES.

##### Winding-up of Joint Stock Companies.

FRIDAY, Sept. 7, 1866.

##### LIMITED IN CHANCERY.

British and South American Steam Navigation Company (Limited).

—Creditors are required, on or before Oct. 1, to send their names and addresses, and the particulars of their debts or claims, to John Young, 16, Tokenhouse-yard. Wednesday, Oct. 31 at 11, is appointed for hearing and adjudicating upon the debts and claims. Liverpool and Dublin Steam Navigation Company (Limited).—Creditors are required, on or before Oct. 1, to send their names and addresses, and the particulars of their debts or claims, to Simpson & North, Lpool. Tuesday, Oct. 16 at 10, is appointed for hearing and adjudicating upon the debts and claims.

TUESDAY, Sept. 11, 1866.

##### LIMITED IN CHANCERY.

British Poultry Producing Company (Limited).—Petition for winding-up presented Sept. 5, directed to be heard before the Master of the Rolls on Nov. 3. Lewis & Lewis, Ely-pl, Holborn, solicitors for the petitioner.

Charles Lafitte & Company (Limited).—Petition for winding-up presented Sept. 10, directed to be heard before the Master of the Rolls on Nov. 3. Linklaters & Co, Walbrook, solicitors for the petitioners.

General Estates Company (Limited).—Petition for winding-up presented Aug. 31, directed to be heard before the Master of the Rolls on Nov. 3. Tatham & Son, Old Broad-st, solicitors to the petition.

##### Creditors under Estates in Chancery.

Last Day of Proof.

TUESDAY, Sept. 11, 1866.

Dixon, Matthew, Master of the East London Union House, Homerton Crassey & Askew, V. C. Wood.

##### Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Sept. 7, 1866.

Arthur, David, Neath, Glamorgan, Surgeon: Sept 30. Kempthorne Neath.

Bennett, Thos, Mitcheldean, Gloucester, Colliery Proprietor. Jan 1 Adams, Upton Bishop, Hereford.

Briggs, Thos, Morley, York, Cloth Manufacturer: Nov 24. Scatoherd Morley.

Cook, Robt, Hathersage, Derby, Gent. Nov 1. Wightman & Son Sheffield.

Courthope, Fredk Wm, Albert-sq, Chapham-rd, Wine Merchant. Sept 29. Russell & Co, Old Jewry-chambers.

Harrison, John, Sheffield, Manufacturer of Electro-plated Goods. Sept 21. Websters, Sheffield.

Hunter, Stanhope, Margaret-st, Cavendish-sq, Esq. Oct 1. Ball & Hudson, Pershore.

Jones, Wm, Flint, Lead Refiner. Sept 29. Preston.

Kingsford, Hy, Queen's-gate-gardens, Kensington, Esq. Dec 1. Wightwick & Co, Canterbury.

Lewis, Jas, Milton, Embridge, Hereford, Farmer. Oct 17. Gregg, Leominster.

Low, Jeremiah, Chale, Isle of Wight, Hotel Keeper. Nov 1. Mew, Newport.

Mogford, Ellen, Streeton Parsonage, Chester, Spinster. Sept 21. Parry, Pembroke Dock.

Rayner, Thos, Sheffield, Solicitor. Nov 1. Wightman & Son, Sheffield.

Robinson, Thos, Kexby, Lincoln, Farmer. Dec 1. Goy, Barton-on-Humber.

Smith, Herbert Staples, Oundle, Northampton, Esq. Nov 1. Wilson, Oundle.

Steel, John Eliza, Fielding-cottages, Fulham-rd, Hammersmith. Nov 1. James & Co, Ely-pl.

Wetmore, Geo, Chalk, Hill-cross-villa, Gloucester, Gent. Nov 5. Daunsey, Wootton-under-Edge.

TUESDAY, Sept. 11, 1866.

Ahmety, Mary, Chesham-pl, Widow. Oct 27. Dawes & Sons, Angel st, Throgmorton-st.

Brunt, John, Sheffield, Steel Maker. Oct 1. Vickers, Sheffield.

Chambers, Thos, Umsley, Lincoln, Farmer. Oct 1. Rhodes & Sons, Market Rasen.

Dolman, Carolina Pateson, Ludlow, Salop, Spinster. Oct 25. Clark, Ludlow.

Dowling, John, Bristol, Butcher. Nov 10. King & Plummer, Bristol.

Falcon, Rev Wm, Orpington Vicarage, Kent, Clerk. Oct 20. Parker & Co, Bedford-row.

May, Jas 38, Ramegate. Dec 1. Keary & Son, Stoke-upon-Trent.

Newhall, Ann, Tarporley, Chester, Spinster. Oct 15. Cawley, Tarporley.

Pitt, Robt, Hunton, Southampton, Esq. Oct 15. Bailey, Winchester.

Slater, Thos, High-st, Kensington, Butcher. Oct 31. Bailey & Child, Sloane-st.

##### Names registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Sept. 7, 1866.

Allom, Arthur, Haymarket, Architect. Aug 30. Comp. Reg.

Appleton, Thos, Middlesbrough, Grocer. Aug 9. Asst. Reg.

Armstrong, Matthew, Hexham, Northumberland, Chymist. Aug 7. Asst. Reg. Sept 1.

Arnold, Thos, Appleton, Lancaster, Shopkeeper. Aug 20. Comp. Reg. Sept 7.

Ashton, Wm, Lpool, Gent. Aug 20. Comp. Reg. Sept 6.

Atherton, Adolphus, Pemberton, Lancaster, Ironfounder. Aug 8. Asst. Reg. Sept 5.

Barker, Saml Jonathan, Oldham, Lancaster, Cotton Dealer. Aug 31. Asst. Reg. Sept 5.

Bastall, Alfred, Ripley, Derby, Tailor. Aug 9. Asst. Reg. Sept 5.

Batchelor, Geo., & Chas Batchelor, Chatham, Kent, Brickmakers. Aug 9. Asst. Reg Sept 6.  
 Beynon, Richd, Cardiff, Glamorgan, Grocer. Aug 13. Asst. Reg Sept 6.  
 Blake, Dr Wm Newman, East India-rd East, Surgeon. Aug 13. Comp. Reg Sept 6.  
 Brookfield, Robt, Lpool, Licensed Victualler. Aug 13. Asst. Reg Sept 7.  
 Carledge, John Gibson, Kilton in Lindsey, Lincoln, Draper. Aug 14. Asst. Reg Sept 7.  
 Cawthra, Thos, Bradford, York, Woolstapler. Aug 10. Comp. Reg Sept 5.  
 Chambers, Geo, Jas Thompson, & Isaac Rich, Lpool, Merchants. Aug 11. Asst. Reg Sept 6.  
 Charlton, Edwd, Charing-cross, Tea Dealer. Sept 4. Comp. Reg Sept 5.  
 Child, Wm, Gt Dover-st, Borough, Grocer. Aug 25. Comp. Reg Sept 7.  
 Cogswell, Fredk, Bristol, Furniture Broker. Aug 9. Asst. Reg Sept 6.  
 Coker, Wm Jas, Sherborne, Dorset, Bootmaker. Sept 1. Comp. Reg Sept 6.  
 Crawford, Peter Simmons, Lpool, Cotton Broker. Aug 30. Asst. Reg Sept 5.  
 Dowsett, Alfred, Chippenham-ter, Harrow-rd, Draper. Sept 1. Comp. Reg Sept 6.  
 Drake, Robt, Chatham, Kent, Victualler. Aug 30. Comp. Reg Sept 4.  
 Farlie, Evelyn, & Campbell Lamb Gemmell, Mincing-lane, Colonial Brokers. Aug 14. Inspectorship. Reg Sept 7.  
 Hammond, Edwd Hamilton, Hanley, Stafford, Innkeeper. Aug 11. Asst. Reg Sept 7.  
 Harrison, Joseph, Hawkhurst, Kent, Hotel Keeper. Aug 30. Comp. Reg Sept 7.  
 Hodges, Thos, Kingstone, Hereford, Grocer. Aug 11. Asst. Reg Sept 5.  
 Hull, Wm, Kennington-pk-rd, Grocer. Aug 27. Comp. Reg Sept 6.  
 Hutchinson, Thos, Norton, Durham, Draper. Aug 8. Asst. Reg Sept 7.  
 Jeffries, Wm, Leamington Priors, Warwick, Tailor. Aug 11. Comp. Reg Sept 7.  
 Jessop, Edwd, Victoria-st, Paddington, Carpenter. Sept 4. Comp. Reg Sept 6.  
 Jones, Ellis, Manoh, Licensed Victualler. Aug 30. Comp. Reg Sept 6.  
 Kirkbright, Edmund, Hartlepool, Durham, Grocer. Aug 18. Comp. Reg Sept 5.  
 Lilley, John, Newcastle-upon-Tyne, Ale Merchant. Aug 8. Asst. Reg Sept 5.  
 Lloyd, Leonard Wild, Regent-st, Surveyor. Aug 17. Comp. Reg Sept 5.  
 Lund, Thos, & Wm Townsend Lund, Blackburn, Lancaster, Merchants. Aug 24. Asst. Reg Sept 6.  
 Mant, Geo, Wimbeldon, Builder. Aug 16. Asst. Reg Sept 4.  
 Martin, Geo Fredk, Lpool, Broker. Aug 27. Asst. Reg Sept 5.  
 McKeown, Wm, Gt Yarmouth, Norfolk, Grocer. Sept 1. Comp. Reg Sept 6.  
 Morey, Wm, Cosham, Southampton, Builder. Aug 16. Asst. Reg Sept 5.  
 Partin, Wm Douglas, Malvern-ter, Kilburn-pk, Secretary. Sept 3. Comp. Reg Sept 7.  
 Prieto, Eusebio, Fenchurch-st, Comm Agent. Aug 10. Comp. Reg Sept 5.  
 Prowse, Chas, Erith, Kent, Pharmaceutical Chemist. Sept 5. Comp. Reg Sept 7.  
 Rankin, Richd, John Rankin, Hy Rankin, & Thos Pearson, Lpool, Founders. Aug 8. Arr. Reg Sept 5.  
 Robson, Geo, Gateshead, Durham, Painter. Sept 3. Asst. Reg Sept 6.  
 Sayer, John, jun, Bristol, Berlin Wool Dealer. Aug 29. Comp. Reg Sept 4.  
 Sheldon, Jesse, Hill Top, West Bromwich, Stafford, Corn Dealer. Sept 5. Comp. Reg Sept 7.  
 Shorland, Sarah Catherine, Bristol. Aug 9. Comp. Reg Sept 6.  
 Simpson, Joseph, Darlington, Stafford, Railway Fastening Manufacturer. Aug 22. Comp. Reg Sept 6.  
 Smith, Fredk Geo, Southgate-rd, Islington, Gent. Sept 5. Comp. Reg Sept 6.  
 Swafo, Thos, Hartlepool, Durham, Grocer. Aug 22. Asst. Reg Sept 5.  
 Spence, Thos Hy, & John Geo Harrison, Sunderland, Durham, Timber Merchants. Aug 13. Asst. Reg Sept 6.  
 Starley, Geo Wm, Newcastle-upon-Tyne, Clerk. Aug 15. Comp. Reg Sept 6.  
 Sutton, Hy, Upper North-pl, Gray's-inn-rd, Earthenware Dealer. Aug 22. Comp. Reg Sept 6.  
 Swaney, Jas Andrew, Plymouth, Devon, Draper. Aug 16. Asst. Reg Sept 6.  
 Treweek, Thos, jun, Uny Lelant, Cornwall, Accountant. Aug 14. Asst. Reg Sept 4.  
 Vernon, Jas Geo, King's-sq, Goswell-rd, Watchmaker. Aug 8. Comp. Reg Sept 4.  
 Warner, Wm, Stockton, Durham, Metal Broker. Aug 2. Asst. Reg Sept 7.  
 Westcott, Geo, & Hy Edwards, Newport, Monmouth, Hardwaremen. Sept 1. Comp. Reg Sept 6.  
 Willis, Johnson Thos, & Geo Benson, Manch, Warehousemen. Sept 5. Comp. Reg Sept 6.

TUESDAY, Sept. 11, 1866.

Anderson, Alex Wm, Birm, News Agent. Aug 14. Asst. Reg Sept 10.  
 Bacon, Geo Washington, & Fras Apperson, Paternoster-row, Publishers. Sept 7. Comp. Reg Sept 7.  
 Bathurst, Julia, Birm, Tailor. Aug 13. Asst. Reg Sept 4.  
 Beeton, Saml Orchard, Strand, Publisher. Aug 17. Inspectorship. Reg Sept 8.  
 Binge, Fras Alfred Bull, Sheffield, Brass Founder. Sept 5. Comp. Reg Sept 10.

Bolding, Robt, Tewkesbury, Gloucester, Tanner. Aug 31. Comp. Reg Sept 10.  
 Booth, Wm, Chester, Coal Merchant. Aug 20. Asst. Reg Sept 8.  
 Brown, Wm Smith, & Christopher Tatham, Lendenhall-st, Comm Agents. Sept 7. Inspectorship. Reg Sept 8.  
 Bunyard, Chas, Bucklersbury, Merchant. Sept 10. Asst. Reg Sept 11.  
 Burchett, Hy Farley, High-st, Notting-hill, Bootmaker. Aug 31. Asst. Reg Sept 8.  
 Carleton, Robt Wood, & Thos Carleton, Gutter-lane, Hat Manufacturers. Aug 11. Comp. Reg Sept 8.  
 Carter, Saml Fredk, Sloane-sq, House Agent. Sept 10. Comp. Reg Sept 11.  
 Chandler, Chas, Woking, Surrey, Grocer. Aug 14. Asst. Reg Sept 8.  
 Collingbourne, Jas Hy, Coventry, Ribbon Manufacturer. Aug 11. Comp. Reg Sept 8.  
 Copeland, Wm Wells, Gt Grimsby, Lincoln, Leather Cutter. Sept 3. Comp. Reg Sept 8.  
 Davies, Benl, Pembroke Dock, Pembroke, Grocer. Sept 6. Comp. Reg Sept 11.  
 Dawson, Thos Sutcliffe, Huddersfield, York, Rag Merchant. Sept 7. Comp. Reg Sept 11.  
 Dewanap, Wm, jun, St John's-sq, Clerkenwell, File Manufacturer. Sept 8. Comp. Reg Sept 11.  
 Dean, Geo Jeremiah, Bilston, Stafford, Japanner. Aug 23. Comp. Reg Sept 10.  
 Dupere, Hy Jas, High-st, Peckham, Cheesemonger. Sept 3. Comp. Reg Sept 10.  
 Edwards, Wm, Lincoln, Innkeeper. Aug 30. Asst. Reg Sept 10.  
 Egan, John, Aberavon, Glamorgan, Furniture Dealer. Sept 1. Comp. Reg Sept 10.  
 Eyles, Wm, Wick Mills, nr Bath, Miller. Aug 18. Asst. Reg Sept 11.  
 Fellows, Noah, & Stephen Nash, Bournbrook, Worcester, Iron Manufacturers. Aug 29. Comp. Reg Sept 8.  
 Foot, Isaac Forster, Bridport, Dorset, Cooper. Aug 21. Comp. Reg Sept 8.  
 George, Wm David, Blaenavon, Monmouth, Grocer. Aug 31. Comp. Reg Sept 11.  
 Green, Walter, Ebury-st, Pimlico, Dairyman. Aug 15. Comp. Reg Sept 11.  
 Guy, Wm, Bradford, York, Woolstapler. Aug 29. Asst. Reg Sept 4.  
 Guy, Wm, & Alfred Ogden, Bradford, York, Woolstaplers. Aug 29. Asst. Reg Sept 11.  
 Hodgson, Edwd Hornby, Lpool, Merchant. Sept 10. Asst. Reg Sept 11.  
 Hopwood, Wm, & Wm Fishwick Hopwood, Burtley, Lancaster, Cotton Spinners. Aug 13. Asst. Reg Sept 10.  
 Hounscome, Jas, Portsea, Hants, Grocer. Aug 20. Asst. Reg Sept 11.  
 Houston, Mary, & Jas Paterson, Lpool, Travelling Drapers. Aug 29. Asst. Reg Sept 8.  
 Hughes, John, Newtown, Montgomery, Confectioner. Aug 11. Asst. Reg Sept 7.  
 Hulme, Wm Carier, Manch, Provision Dealer. Aug 21. Asst. Reg Sept 8.  
 Jessap, John, Minton, Lincoln, Miller. Aug 18. Asst. Reg Sept 10.  
 Johnson, Wm, Westbourne-grove, Bayswater, Dealer in Photographs. Sept 7. Comp. Reg Sept 11.  
 Jones, Richd Bolton, Nelson-ter, City-rd, Telegraphic Machinist. Aug 21. Comp. Reg Sept 7.  
 Knapp, Wm Thos Reeve, Bodminster, Bristol, Accountant. Sept 8. Asst. Reg Sept 10.  
 Lever, Jonathan, Manch, Corn Miller. Aug 15. Comp. Reg Sept 10.  
 Lewis, John, Johnstown, Carmarthen, Weaver. Sept 1. Asst. Reg Sept 10.  
 Mackay, Hugh, Sheffield, Tailor. Aug 13. Asst. Reg Sept 8.  
 Noyes, Hy Jas, Shrewsbury, Salop, Artist. Aug 17. Comp. Reg Sept 10.  
 Pitt, Hy, Birm, Tailor. Aug 30. Comp. Reg Sept 10.  
 Radford, Thos, Aspell, Suffolk, Surgeon. Aug 23. Asst. Reg Sept 7.  
 Rogerson, Thos, Lpool, Travelling Draper. Sept 1. Comp. Reg Sept 11.  
 Sayer, John Watling, Diss, Norfolk, Miller. Aug 14. Asst. Reg Sept 10.  
 Shrimpton, Wm, Victoria-st, Westminster, Railway Contractor. Sept 7. Inspectorship. Reg Sept 11.  
 Smart, Fredk Fras, & Thos Elvine, Aston, nr Birm, Builders. Aug 13. Comp. Reg Sept 8.  
 Smith, Wm Hy, Huntingdon, Butcher. Aug 15. Asst. Reg Sept 10.  
 Spicer, Jas Revell, & Alfred Spicer, Leadenhall-st, Ship Brokers. Sept 10. Asst. Reg Sept 11.  
 Stearne, Wm, Slough, Buckingham, Corn Merchant. Sept 7. Comp. Reg Sept 11.  
 Tata, Jamssetjee Nusserwanjee, Finsbury-circus, Merchant. Sept 6. Inspectorship. Reg Sept 8.  
 Thomson, John, Liverpool, Draper. Aug 10. Asst. Reg Sept 7.  
 Thomas, Chas Hy, Plymouth, Milliner. Aug 16. Asst. Reg Sept 10.  
 Walton, Chas, Highbury, York, Currier. Aug 17. Comp. Reg Sept 10.  
 Williams, Alfred Hamlyn, Fenchurch-st, Cutler. Aug 17. Comp. Reg Sept 11.  
 Winstone, Geo, Cheltenham, Gloucester, Builder. Sept 1. Asst. Reg Sept 10.  
 Wright, Wm Wilde, Stockport, Chester, Provision Dealer. Aug 15. Asst. Reg Sept 10.

Bankrupts.

FRIDAY, Sept. 7, 1866.

To Surrender in London.

Betts, Wm, New Buckingham, Norfolk, out of business. Pet Sept 4. Sept 26 at 11.  
 Moejen & Co, Southampton-st, Bloomsbury.  
 Collins, Alfred Ford, Combe, nr Woodstock, Oxford, Farmer. Pet Sept 3. Sept 25 at 12.  
 Dobie, Basinghall-st.



Ensom, Geo, Copenhagen-st, Islington, Comm Agent. Pet Sept 3.  
 Sept 25 at 12. Richardson, George-st, Mansion House.  
 French, Alfred, Prospect-pl, Kilburn, Painter. Pet Sept 4. Sept 25  
 at 1. Rodwell, Connaught-ter, Edgeware-rd.  
 Friend, Wm, Palace-rd, Lambeth, Provision Dealer. Pet Sept 4.  
 Sept 25 at 1. Feverley, Coleman-st.  
 Galloway, Walter Reid, Prisoner for Debt, London. Pet Sept 1 (for  
 pau), Sept 25 at 12. Kimberley, Moorgate-st.  
 Giles, Jas, Tuller-st, Hackney-rd, Boot Manufacturer. Pet Sept 5.  
 Sept 25 at 11. Hall, Coleman-st.  
 Langstaff, Catherine, Prisoner for Debt, London. Pet Sept 4 (for pau).  
 Sept 25 at 1. Morris, Leicester-sq.  
 Lease, Arthur Handel, Bury St Edmunds, Suffolk, Banker's Clerk.  
 Pet Sept 3. Sept 25 at 12. Salmon & Co, Bury St Edmunds.  
 Michelson, Hy, Prisoner for Debt, London. Pet Sept 1 (for pau).  
 Sept 25 at 11. Dobie, Basinghall-st.  
 Middleton, Joseph, & Fredo Copley, Castle-st, Finsbury, Pianoforte  
 Manufacturers. Pet Aug 31. Sept 30 at 1. Dalton, George-yd,  
 Lombard-st.  
 Parsons, Richd Ellis, Whittlebury-st, Euston-sq, Cab Proprietor.  
 Pet Aug 23. Sept 30 at 1. Howell, Chapsade.  
 Peckins, Saml, Wellington-st, Islington, Grocer's Assistant. Pet  
 Sept 3. Sept 25 at 12. Doer, Lincoln's-inn-fields.  
 Simpson, John, Prisoner for Debt, London. Pet Sept 1 (for pau).  
 Sept 25 at 11. Dobie, Basinghall-st.  
 Thomson, Edw Tew, Prisoner for Debt, London. Pet Sept 3 (for pau).  
 Sept 30 at 1. Sherwood, Bell-yd, Doctors'-commons.  
 Williams, Thos, Borough-rd, Southwark, Tool Manufacturer. Pet  
 Sept 3. Sept 25 at 12. Stockpole, Pinner's-hall, Old Broad-st.  
 Yarwood, Chas, Virginia-rd, Bethnal-green, Tailor. Pet Sept 5.  
 Sept 26 at 11. Munday, Basinghall-st.

#### To Surrender in the Country.

Bentley, Chas, Dewsbury, York, Raiser. Pet Sept 4. Dewsbury, Sept  
 21 at 3. Chadwick & Son, Dewsbury.  
 Bevan, Henrietta, Southampton, Stay Maker. Pet Sept 4. Southamp-  
 ton, Sept 19 at 12. Mackey, Southampton.  
 Bourne, Amos, Brighton, Sussex, Greengrocer. Pet Sept 3. Brighton,  
 Sept 22 at 11. Lamb, Brighton.  
 Bray, Jas Irwin, Plymouth, Devon, Teadealer. Pet Aug 31 (for pau).  
 Exeter, Sept 15 at 11. Flood, Exeter.  
 Bryant, Alex, Manch, Journeyman Tailor. Pet Sept 3. Manch, Sept  
 25 at 9.30. Law, Manch.  
 Buckle, Wm, Holby, York, Farmer. Pet Sept 3. Leeds, Sept 20 at  
 11. Phillips, York.  
 Burnside, Sarah, Darlington, Durham, Coal Dealer. Pet Sept 4. New-  
 castle-upon-Tyne, Sept 21 at 11. Hoyle & Co, Newcastle-upon-  
 Tyne.  
 Chettle, Geo Rodney, son, Leicester, Hairdresser. Pet Sept 5.  
 Leicester, Sept 22 at 10. Petty, Leicester.  
 Coombe, Elias, Kingstone, Somerset, Innkeeper. Pet Sept 4. Crew-  
 kerne, Sept 15 at 11. Jolliffe, Crewkerne.  
 Done, Edwin, Manch, out of business. Pet Sept 1. Manch, Sept 17  
 at 11. Atkinson & Co, Manch.  
 Gallagher, Patrick, Lpool, Grocer. Pet Sept 3. Lpool, Sept 18 at 3.  
 Henry, Lpool.  
 Gardner, Geo, Monkwearmouth, Sunderland, Ship Builder. Pet Aug  
 27. Newcastle-upon-Tyne, Sept 21 at 12.30. Grahams, Sunderland.  
 Heath, Robert, Horsham, Sussex, Blacksmith. Pet Sept 1. Hor-  
 sham, Sept 15 at 11. Rawlison, Horsham.  
 Horeley, John, Manch, Iron Merchant. Pet Sept 3. Manch, Sept 19 at  
 12. Eoote & Ryland, Manch.  
 Jarroft, Jas, Wolverhampton, out of business. Pet Sept 4. Walsall,  
 Sept 19 at 12. Ebsworth, Wednesbury.  
 Johnson, Wm Ramshaw, Wolsingham, Durham, Innkeeper. Pet Sept  
 1. Wolsingham, Sept 20 at 10. Dolphin, Wolsingham.  
 Lilley, John, Lpool, Merchant. Pet Aug 30. Lpool, Sept 17 at 11.  
 Forshaw & Co, Lpool.  
 Lister, Jacob, Portobello, Willenhall, Stafford, Grocer. Pet Aug 22.  
 Wolverhampton, Oct 12 at 12. Thurstan, Wolverhampton.  
 Mapleson, Chas Arthur, Southampton, Comm Agent. Pet Sept 4.  
 Southampton, Sept 19 at 12. Mackey, Southampton.  
 Marley, Lewis, Newton Abbot, Devonshire, Carpenter. Pet Sept 3.  
 Newton Abbot, Sept 19 at 11. Michelmere, Newton Abbot.  
 Marshall, Wm, Sheffield, Ironmonger. Pet Sept 1. Leeds, Sept 29 at  
 12. Binney & Son, Sheffield.  
 Nicholas, Chas, Leicester, Lambswool Spinner. Pet Sept 5. Leicester,  
 Sept 22 at 10. Owston, Leicester.  
 Perriest, Horace, Great Yarmouth, Chief Engineer of the Beacon. Pet  
 Sept 1. Great Yarmouth, Sept 17 at 11. Wiltshire, Great Yar-  
 mouth.  
 Perry, Henry Holmes, Kingston-upon-Hull, Accountant. Pet Sept  
 3. Kingston-upon-Hull, Sept 18 at 11. Mends, Land of Green  
 Ginger, Hull.  
 Pillings, Thos, Notts, Lace Manufacturer. Pet Sept 3. Nottingham,  
 Oct 10 at 11. Smith, Nottingham.  
 Preston, Wm, Cheltenham, Gloucester, Carver. Pet Aug 31. Chel-  
 tenham, Sept 19 at 11. Marshall, Cheltenham.  
 Sellars, Benj Walker, Rawmarsh, York, Wine Merchant. Pet Sept 4.  
 Leeds, Sept 29 at 12. Turner, Sheffield.  
 Smith, Saml, Knaresborough, York, Engine Driver. Pet Sept 1.  
 Knaresborough, Sept 10 at 10. Ferns, Leeds.  
 Vivian, John, Redruth, Cornwall. Pet Aug 28. Redruth, Sept 17  
 at 11. Holloway.  
 Walker, John, & Wm Sedgwick, Rugeley, Stafford, Fishmongers.  
 Pet Aug 27. Rugeley, Sept 29 at 10. Palmer, Rugeley.  
 Ward, Jas Wm, West Hartlepool, Durham, Builder. Pet Sept 3.  
 Newcastle-upon-Tyne, Sept 21 at 11.30. Turnbull & Bell, West  
 Hartlepool.  
 Webster, Wm John Brookinson, Devonport, out of business. Pet Aug  
 25 (for pau). Exeter, Sept 18 at 11. Flood, Exeter.  
 Wetherell, Wm, sen, Upper Lambourne, Berks, out of business. Pet  
 Sept 4. Hungerford, Sept 28 at 12. Lee, Witney.  
 White, Wm Hy, Birm, Wine Merchant. Pet Sept 5. Birm, Sept 19 at  
 12. Allenby, Birm.  
 Whitehouse, Barnet, Wolverhampton, Stafford, Key Manufacturer.  
 Pet Aug 26. Wolverhampton, Oct 12 at 12. Turner, Wolverhamp-  
 ton.

Williamson, Chas, Hanley, Stafford, Blacksmith. Pet Sept 4. Hanley,  
 Sept 29 at 11. Tennant, Hanley.  
 Williams, Hy David, Southampton, Plumber. Pet Sept 4. South-  
 ampton, Sept 19 at 12. Mackey, Southampton.  
 Woodward, Wm, Darlaston, Stafford, Gunlock Filer. Pet Sept 3.  
 Walsall, Oct 10 at 12. Ebsworth, Wednesbury.

#### TUESDAY, Sept. 11, 1866.

#### To Surrender in London.

Allingham, Jas, Prisoner for Debt, London. Pet June 19 (for pau)  
 Sept 26 at 1. Hope, Ely-pl, Holborn.  
 Bellingham, Harry, Prisoner for Debt, London. Pet Sept 5 (for pau).  
 Sept 26 at 12. Dobie, Basinghall-st.  
 Bryan, Edwin, Berwick-st, Soho, Fork Butcher. Pet Sept 6. Sept 27  
 at 11. Steadman, Mason's-avenue, Coleman-st.  
 Butler, John, Prisoner for Debt, London. Pet Sept 5 (for pau). Sept  
 26 at 12. Dobie, Basinghall-st.  
 Dell, Wm, Linslade, Bucks, Innkeeper. Pet Aug 31. Sept 20 at 12.  
 Brown, Basinghall-st.  
 Hamblin, John Chanf, New Church-rd, Camberwell, Grocer. Pet  
 Sept 6. Sept 26 at 1. Neale, Kennington park-rd.  
 Heller, Robt, Croydon, Carpenter. Pet Sept 6. Sept 27 at 11.  
 Marshall, Lincoln's-inn-fields.  
 Lee, Oliver, Oxford-ter, Fentiman-rd, Clapham-rd, Copying Clerk.  
 Pet Sept 7. Sept 26 at 1. Croft, Montpelier-row, South Lambeth.  
 Lilley, Geo, Sutherland-st, Picnic, no business. Pet Sept 4. Sept 25  
 at 1. Lindus, Chapsade.  
 Milton, Joseph, Egham, Surrey, Builder. Pet Sept 5. Sept 26 at 11.  
 Goldrick, Strand.  
 Owen, Augustus, Prisoner for Debt, London. Pet Sept 7 (for pau).  
 Sept 26 at 11. Mundy, Basinghall-st.  
 Paxton, David, Prisoner for Debt, London. Pet Sept 5 (for pau).  
 Sept 26 at 12. Dobie, Basinghall-st.  
 Rogers, Chas, Prisoner for Debt, London. Pet Sept 6. Sept 26 at 1.  
 Dobie, Basinghall-st.  
 Russell, Fanny, Widow, Prisoner for Debt, London. Pet Sept 6 (for  
 pau). Sept 26 at 1. Dobie, Basinghall-st.  
 Schwarz, Hy Fredk, Rose-ter, Philip-st, Walworth, Pocket-book Maker.  
 Pet Sept 6. Sept 26 at 12. Beard, Basinghall-st.  
 Smith, Robt, Church-st, Greenwich, Licensed Victualler. Pet Sept 3.  
 Sept 25 at 1. Pook, Lawrence Fountain-hill.  
 Strait, Geo, Prisoner for Debt, London. Pet Sept 7 (for pau). Sept  
 27 at 11. Dobie, Basinghall-st.  
 Warner, Jas, East-st, Kennington-rd, Builder. Pet Sept 6. Sept 26 at  
 12. Pidding & Co, Clifford's-inn.  
 Withers, Edw, John's-mews, Bedford-row, Livery-stable Keeper.  
 Pet Sept 3. Sept 27 at 11. Earle, Bedford-row.

#### To Surrender in the Country.

Alcock, Thos, Brixworth, Northampton, Butcher. Pet Sept 7. North-  
 ampton, Sept 22 at 10. Jeffery & Son, Northampton.  
 Alexander, Thos, Newcastle-upon-Tyne, Commercial Clerk. Pet Sept  
 4. Newcastle, Sept 26 at 10. Ward & Stewart, Newcastle-upon-  
 Tyne.  
 Beever, Ann, Prisoner for Debt, York. Adj July 17. Holmfirth, Sept  
 24 at 10.  
 Bowers, John, Manch, Rag Dealer. Pet Aug 31. Manch, Sept 24 at  
 11. Leigh, Manch.  
 Caple, John, Gwennap, Cornwall, Groom. Pet Sept 7. Redruth, Sept  
 27 at 10. Trevena, Redruth.  
 Collett, Edw, Wolverhampton, Stafford, Tailor. Pet Sept 8. Birm,  
 Sept 24 at 12. James & Griffin, Birm.  
 Corbett, Wm, Handsworth, Stafford, House Agent. Pet Sept 6. Birm,  
 Oct 12 at 10. Suckling, Birm.  
 Daniels, Edw, Birm, Surveyor's Foreman. Pet Aug 29. Birm, Sept  
 21 at 10. Parry, Birm.  
 Gibbon, Wm Brown, Skelton, York, Tailor. Pet Sept 5. Stokesley,  
 Sept 25 at 10. Dobson, Middlesbrough.  
 Green, Hy, Birm, out of business. Pet Aug 25. Birm, Sept 21 at 10.  
 Parry, Birm.  
 Harthill, John, Birm, Bootmaker. Pet Sept 7. Birm, Oct 12 at 10.  
 Pole, Birm.  
 Hobson, Thos, Derby, Saw Maker. Pet Sept 7. Birm, Sept 25 at 11.  
 Briggs, Derby.  
 Hollings, Joseph, Eccleshill, Bradford, Blanket Manufacturer. Pet  
 Sept 6. Leeds, Sept 24 at 11. Berry, Bradford.  
 Jackson, Wm, Wrexham, Denbigh, Confectioner. Pet Sept 3. Wrex-  
 ham, Sept 26 at 11. Jones, Wrexham.  
 Jennings, Emma, Eccleshill, York, Widow. Pet Sept 6. Bradford,  
 Oct 3 at 9.45. Hill, Bradford.  
 Johnson, Jonathan, Prisoner for Debt, Manch. Adj June 10. Manch,  
 Sept 21 at 11.  
 Lodge, Geo, Newsome, Almondsbury, York, Servant. Pet Sept 7.  
 Huddersfield, Sept 27 at 10. Freeman, Huddersfield.  
 Martin, Robt, Barmley, Stafford, Journeyman Potter. Pet Sept 7.  
 Hanley, Sept 29 at 11. Salt, Tunstall.  
 Moore, Geo Storey, Monkwearmouth, Durham, Shipbuilder. Pet Sept  
 6. Newcastle-upon-Tyne, Oct 5 at 12. Ranson & Son, Sunderland.  
 Osborne, Wm John, Kidderminster, Worcester, Tailor. Pet Sept 6.  
 Birm, Sept 26 at 12. Crowther, Kidderminster.  
 Parker, Alfred, Pennington-common, Milford, Southampton, Car-  
 penter. Pet Sept 7. Lynton, Sept 22 at 8. Sharp, Christchurch.  
 Pearce, John Noah, Bristol, Painter on Glass. Pet Sept 5. Bristol,  
 Sept 21 at 11. Bevan, Bristol.  
 Reid, Wm, Birkenhead, Chester, Trunk Manufacturer. Pet Sept 5.  
 Lpool, Sept 25 at 12. Husband, Lpool.  
 Seed, Joseph Hy, Birm, Commercial Agent. Pet Sept 6. Birm, Oct  
 12 at 10. Mason, Birm.  
 Smith, Jas, Helston, Cornwall, Hawker. Pet Sept 4. Exeter, Sept 21  
 at 12. Flood, Exeter.  
 Whittam, Elizabeth, & Smith Whittam, Miles Platting, nr Manch, Shoe  
 Manufacturers. Pet Aug 23. Manch, Sept 27 at 11. Marshland &  
 Adleshaw, Manch.

#### BANKRUPTCY ANNULLED.

#### TUESDAY, Sept. 11, 1866.

Growse, Robt, Hastings, Sussex, Attorney-at-Law. Aug 28.